



County of Los Angeles
CHIEF ADMINISTRATIVE OFFICE

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DAVID E. JANSSEN
Chief Administrative Officer

November 1, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**REQUEST TO APPROVE MASTER AGREEMENT FOR
COUNTY EMPLOYEE MEDICAL EXAMINATION AND EVALUATION SERVICES
(3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair to execute Master Agreements, substantially the same in form and content to the attached, for the provision of County of Los Angeles (County) pre-placement and employee medical examination and evaluation services for a term of three years, with a provision for up to two, one-year renewal options, with: 1) Community Hospital of Long Beach; 2) Foothill Medical Center; 3) Glendale Adventist Occupational Medicine Center; 4) HealthFirst Medical Group, Inc.; 5) InterCare Medical Group, Inc.; 6) Irwindale Industrial Clinic; 7) Long Beach Medical Clinic; 8) U. S. HealthWorks Medical Group; and 9) Westchester Medical Group.
2. Authorize the Chief Administrative Officer (CAO), or his designee, to approve and execute all renewal options, extensions, and change notices pursuant to the provisions of the Master Agreements, and to add new or updated medical evaluation services and testing protocols that may arise during the term of the Master Agreements, in order to keep pace with medical progress and to timely respond to employee health exposures that may arise from contagious diseases or emergency response situations.
3. Authorize the CAO, or his designee, to enter into Master Agreements with additional vendors throughout the term of the Master Agreements, provided vendors meet all minimum requirements and qualifications outlined in the initial Request for Proposals (RFP) dated April 2005, in order to meet the needs of the CAO.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In April 1988, your Board approved medical services agreements for the provision of County employee medical examination and evaluation services. These agreements provided pre-placement medical examinations of applicants for County positions, periodic employee medical examinations as required by the State of California Occupational Safety & Health Administration (Cal/OSHA) and/or the Department of Motor Vehicles (DMV), and return-to-work (fitness for duty) evaluations. Currently, 16 vendors provide medical services on an intermittent basis. The current agreements expire on January 9, 2006. New Master Agreements are necessary in order to continue to provide medical services to County departments.

Implementation of Strategic Plan Goals

Authorizing the Master Agreements supports the County's Strategic Plan Goal 3, Organizational Effectiveness, and Goal 4, Fiscal Responsibility.

FISCAL IMPACT/FINANCING

Expenditures under these Master Agreements will vary from year-to-year, based on the utilization of services by County departments. Departments are responsible for ensuring the availability of adequate funding prior to requesting medical services under the Master Agreements.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

All services provided under these Master Agreements are provided on an as-needed basis, in accordance with the requirements of each County department. The vendors are clearly advised that the demand for, and utilization of, services will vary based on County department preference, budgetary conditions, hiring patterns, geographical locations, etc. No minimum amount of work has been guaranteed. Multiple Master Agreements provide County departments with a variety of County geographic locations and the necessary flexibility in times of increased hiring and increased utilization of clinic staff and services. The nine recommended Master Agreements provide 12 clinics throughout the County, and one mobile unit, which can provide services at multiple County work sites.

Throughout the term of the Master Agreement, the vendors' performance will be evaluated for quality assurance. Any failure by a vendor to comply with the terms of the Master Agreements, including any failure to meet performance measurement standards, may result in the County's termination of the full or any part of the Master Agreement,

and/or placement of a provider on "Hold, Do Not Refer," or "Do Not Use" status. Performance measurement standards are based upon updated medical testing protocols for each type of medical test and service provided. The performance measures include a variety of items, such as the timeliness and quality of medical reports, records, and forms submitted, licensure of staff performing services, testing equipment, and other non-medical service criteria, such as availability for appointments.

The Master Agreements are in compliance with your Board, County Counsel, and CAO's requirements. The terms and conditions of the Master Agreements have been approved as to form by County Counsel.

CONTRACTING PROCESS

The CAO conducted a formal RFP process to solicit proposals for the provision of medical examination and evaluation services for current County employees and applicants for County employment. An RFP was released on April 21, 2005, and notices were provided to approximately 225 vendors. The RFP was posted on the County's "Doing Business with Us" website, and advertisements were placed in the *Acton/Agua Dulce News*, *La Opinion*, *Los Angeles Sentinel*, and the *Los Angeles Times* newspapers.

A mandatory Proposer's Conference was held on May 10, 2005. Questions and answers from the Proposer's Conference and all addenda were mailed to those who received a copy of the RFP and/or attended the Proposer's Conference. The questions and answers, and all addenda, were also posted on the County's website.

The RFP requested proposals for one or more of five specific examination services: 1) "basic" pre-placement medical examinations; 2) "general" pre-placement medical examinations; 3) "safety" pre-placement medical examinations; 4) "periodic" employee examinations; and 5) "wellness" examinations for County firefighters. Proposals were evaluated individually for each service proposed.

Proposals were received from 17 vendors by the deadline date and time specified in the RFP. The evaluation process followed recommended County guidelines and consisted of two phases. Phase I consisted of verification of proposers' compliance with comprehensive minimum requirements as stated in the RFP. During Phase I, two proposals were disqualified for not meeting minimum requirements. Phase II consisted of an extensive and comprehensive review of specified criteria, and included site visits to proposed clinic locations. A total of 15 proposers advanced to Phase II of the evaluation process. The Evaluation Committee consisted of staff from the Fire Department and CAO. Proposals were ranked by each examination service based on

Honorable Board of Supervisors
November 1, 2005
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the criteria specified in the RFP, which included location, staff qualifications and medical certifications, quality control, approach to providing services, and cost.

In April 1988, your Board approved medical services agreements for the provision of County employee medical examination and evaluation services, subject to the "Proposition A" provisions. In November 2004, CAO conducted an analysis of those contracts and determined that because these services are needed on a part-time or intermittent basis, the Master Agreements are exempt from "Proposition A" requirements. County Counsel concurs with that determination.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of these Master Agreements will not result in the displacement of any County employees, as these services are presently provided by the private sector.

CONCLUSION

Continuing to provide employee medical examination and evaluation services to County departments through the CAO is critical to hiring qualified employees and maintaining a healthy work environment.

Upon approval by your Board, please return one stamped copy of the approved letter to the CAO, Risk Management Branch.

Respectfully submitted,

DAVID E. JANSSEN
Chief Administrative Officer

Attachments

c: Executive Officer, Board of Supervisors
County Counsel
Auditor-Controller

COUNTY OF LOS ANGELES
CHIEF ADMINISTRATIVE OFFICE



MASTER AGREEMENT
WITH

FOR
COUNTY EMPLOYEE MEDICAL EXAMINATION
AND EVALUATION SERVICES

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EXHIBITS:

- A - STATEMENT OF WORK
- B - RATE FORMS
- C - COUNTY'S ADMINISTRATION
- D - CONTRACTOR'S ADMINISTRATION
- E - CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
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- F - CONTRACTOR NON-EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT
- G - SAMPLE WORK ORDER FORMATS
- H - SAMPLE INVOICE FORMATS
- I - CONTRACTOR'S EEO CERTIFICATION
- J - JURY SERVICE PROGRAM
- K - SAFELY SURRENDERED BABY LAW

**MASTER AGREEMENT
FOR
EMPLOYEE MEDICAL EXAMINATION AND EVALUATION SERVICES**

This Master Agreement is made and entered into as of the Effective Date by and between the County of Los Angeles, a political subdivision of the State of California (hereinafter referred to as "County") and _____ (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, the Contractor is a private firm specializing in providing employee medical examination and evaluation services; and

WHEREAS, County has authority to obtain such services by contract under Government Code Section 31000; and

WHEREAS, the Board of Supervisors has authorized the Chief Administrative Officer (CAO) to execute and administer this Master Agreement;

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

This base document along with Exhibits A, B, C, D, E, F, G, H, I, J and K as set forth below and attached hereto and form and are throughout and hereinafter collectively referred to as the "Master Agreement." In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between this base document and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to this base document and then to the Exhibits according to the following priority.

{PRIVATE }EXHIBIT A - Statement of Work
EXHIBIT B - Rate Forms
EXHIBIT C - County's Administration
{PRIVATE }EXHIBIT D - Contractor's Administration
{PRIVATE }EXHIBIT E - Contractor Employee Acknowledgement and Confidentiality Agreement
{PRIVATE }EXHIBIT F - Contractor Non-Employee Acknowledgement and Confidentiality Agreement
EXHIBIT G - Sample Work Order Format
EXHIBIT H - Sample Invoice Format
EXHIBIT I - Contractor's EEO Certification
EXHIBIT J - Jury Service Program
EXHIBIT K - Safely Surrendered Baby Law

This Master Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, whether written or oral, and all communications between the parties relating to the subject matter of this Master Agreement. No change to this Master Agreement shall be valid unless prepared pursuant to Sub-paragraph 8.4, "Change Notices, Amendments, and Work Orders."

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Active Contractor:** Identifies a Qualified Contractor who is in compliance with the terms and conditions and whose evidence of insurance have all been received by the Chief Administrative Office and are valid and in effect at the time of a given Work Order award. As used herein, the terms Active Contractor and Contractor may be used interchangeably throughout this document.
- 2.2 Contractor:** The sole proprietor, partnership, or corporation that has entered into a Master Agreement with the County to perform or execute the work covered by the Work Order.
- 2.3 Contractor Project Manager:** The individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement award.
- 2.4 County Master Agreement Project Monitor:** Person with responsibility to oversee the day to day activities of this Master Agreement.
- 2.5 County Occupational Health Programs (OHP):** Programs within the Chief Administrative Office Risk Management Branch providing countywide occupational health leadership and services related to this Maser Agreement.
- 2.6 County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Master Agreement that cannot be resolved by the County's Project Manager.
- 2.7 County Project Manager:** Person designated by County's Project Director to manage the operations under this Master Agreement. Responsible for inspections of any and all tasks, deliverables, goods, services and other work provided by Contractor.
- 2.8 Days:** Calendar day(s) unless otherwise specified.
- 2.9 Department:** The County department requesting services.
- 2.10 Director:** Head of the Chief Administrative Office. As used herein, the terms Director and Chief Administrative Officer may be used interchangeably throughout this document.
- 2.11 Effective Date:** The Effective Date shall be January 10, 2006

- 2.12 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.13 Master Agreement:** County agreement executed between County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders.
- 2.14 Qualified Contractor:** A Contractor who has submitted a Proposal in response to County's Request For Proposals (RFP); has met the minimum qualifications listed in the RFP, and has an executed Master Agreement with the Chief Administrative Office.
- 2.15 Request For Proposals (RFP):** A solicitation based on establishing a pool of Qualified Vendors to provide services through Master Agreements.
- 2.16 Work Order:** A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and/or provision of deliverables as described in a specification or a Statement of Work. Each Work Order shall be transmitted to Qualified Contractors specifying services from County Departments. No work shall be performed by Contractors except as specified in the Work Order and shall be provided in accordance with the terms and conditions of this Master Agreement.

3.0 WORK

- 3.1** Pursuant to the provisions of this Master Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in each Work Order in accordance with the terms and conditions of this Master Agreement.
- 3.2** Work Orders shall generally conform to Exhibit G, "Sample Work Order Format", and will be performed in accordance with all terms and conditions of this Master Agreement. Each Work Order shall include examination components detailing the particular project. Payment for all work shall be on a fixed rate/price per deliverable basis, subject to the amounts specified in Exhibit B, "Rate Forms."
- 3.3** If the Contractor provides any tasks, deliverables, goods, services, or other work to County that utilizes other than approved Contractor Personnel, and/or goes beyond the Work Order or Master Agreement expiration date, and/or exceeds the amounts specified in the Rate Forms as originally written or modified in accordance with Sub-paragraph 8.4, "Change Notices, Amendments, and Work Orders", these shall be gratuitous efforts on the part of the Contractor for which Contractor shall have no claim whatsoever against the County.
- 3.4** County departments have sole discretion in selecting the contractor most appropriate for their needs. County departments are advised of each Contractor's clinic location, days and hours of operation, board certification(s) of physician(s), menu of authorized medical examinations, and pricing for each. County department demand for these services and clinic selection decision is primarily based on: department's hiring needs and budgetary condition, the competitive pricing for the various exams quoted by each contractor, geographical considerations, clinic preferences, etc. No minimum amount of work is guaranteed to any Contractor. County procedures for issuing and executing Work Orders

are set forth in this sub-paragraph 3.4. Upon determination by County Department to issue Work Order, the Department shall select a Qualified Contractor in accordance with its pricing, scheduling, geographic, logistical needs, etc., contact Contractor to ensure scheduling, availability, and other needs can be met, complete Work Order as shown in Exhibit G, "Sample Work Order Format", fax it to the Contractor, and/or issue Work Order to applicant/employee who will present it to Contractor prior to commencement of services. No work is to be provided by Contractor without a Work Order. **Work Orders must be included with medical record when sent to OHP/County Project Director.**

- 3.5 It is understood by Contractor that scheduling, geographic, logistical, and other considerations may have the effect that no Work Orders are awarded to some Master Agreement Qualified Contractors.

{PRIVATE }4.0 TERM OF MASTER AGREEMENT

- 4.1 The term of this Master Agreement shall commence upon execution by the Board of Supervisors, for a three year term beginning January 10, 2006 through December 31, 2008, unless otherwise terminated or extended, in whole or in part, as provided in this Master Agreements. The first year of the Master Agreement shall be for the period January 10, 2006 through December 31, 2006; each subsequent year shall be for the period January 1 through December 31, throughout the term of the Master Agreement.
- 4.2 The County shall have the sole option to extend the Master Agreement term for up to two (2) additional one-year periods, for a maximum total term of 5 years. Each such option and extension shall be exercised at the sole discretion of the Chief Administrative Officer or designee and subject to all terms and conditions and rates quoted for each year of the term of this Master Agreement as set forth in Exhibit B, "Rate Forms."
- 4.3 Contractor's delivery of services hereunder shall commence at a date mutually agreeable to the parties but in no event shall the implementation date be later than 12:01 a.m., January 10, 2006.
- 4.4 Upon expiration or termination of this Master Agreement, the Contractor shall fully cooperate with County to provide for the transition to whatever service replacement method the County determines to be in its best interest.
- 4.5 Contractor shall notify the Chief Administrative Office when this Master Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the Chief Administrative Office at the address herein provided in Exhibit C, "County's Administration."

{PRIVATE }5.0 MASTER AGREEMENT SUM

- 5.1 Contractor shall not be entitled to any payment by County under this Master Agreement except pursuant to validly executed and satisfactorily performed Work Orders.
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations,

or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

5.3 No Payment for Services Provided Following Expiration/ Termination of Master Agreement

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Master Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Master Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Master Agreement.

{PRIVATE }5.4 Invoices and Payments

5.4.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A, "Statement of Work", and elsewhere hereunder, as explicitly appearing on each Work Order. The Contractor shall prepare monthly invoices as shown in Exhibit H, "Sample Invoice Format" to include the following information: total charges for the month; a breakdown of the month's charges into subtotals for each County Department which has requested services; names of examinees; Social Security Numbers of examinees; type of examination category and services provided to each examinee; price of each service provided to each examinee; total charge per examinee; date of service for each examinee. The invoice shall include the charges owed to the Contractor by the County under the terms of this Master Agreement. The Contractor's payments shall be as provided in Exhibit B, "Rate Forms", and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work requested on Work Orders by County departments.

5.4.2 The Contractor's invoices shall be priced in accordance with Exhibit B, "Rate Forms." County shall not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc.

5.4.3 The Contractor's invoices shall contain the information set forth in Exhibit A, "Statement of Work" describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed as shown in Exhibit H, "Sample Invoice Format."

5.4.4 Contractor shall invoice County in arrears for all services provided under this Master Agreement. The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service. County will pay charges for one month at a time and will not pay cumulative charges.

5.4.5 All invoices under this Master Agreement shall be submitted in two (2) "hard" copies and one electronic copy (Excel spreadsheet) to the County's Project

Director at the address shown in Exhibit C, "County's Administration." The required format of the invoice is shown in Exhibit H. However, this is subject to revision by the County's Project Director.

5.5 County Approval of Invoices

County will, each month, reconcile the information contained in the invoice from Contractor with the medical records received for each examinee. The County's Project Director or his/her designee may adjust or correct contract prices if there are errors in the invoices and will notify the Contractor of such adjustments. All invoices submitted by the Contractor for payment must have the written approval of the County's Project Monitor prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. The County reserves the right to hold up payment of an invoice until all medical records for each examinee listed on the invoice have been delivered to OHP. Approval for payment will not be unreasonably withheld upon receipt of an invoice which is accurate and complete as to form and content. If invoices are submitted late, or with incorrect pricing, or incomplete medical exam documentation, the Contractor will be penalized in accordance with provisions found under Section 5, Quality Control, of the Statement of Work.

6.0 ADMINISTRATION OF MASTER AGREEMENT - COUNTY

A listing of all County Administration referenced in the following Sub-paragraphs are designated in Exhibit C, "County's Administration." The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Project Director

The County's Project Director has the authority to negotiate and recommend all changes to this Master Agreement, and resolve disputes between the CAO and Contractor(s). Responsibilities of the County's Project Director include:

- ensuring that the objectives of this Master Agreement are met;
- making changes in the terms and conditions of this Master Agreement in accordance with Sub-paragraph 8.4, Change Notices, Amendments and Work Orders; and
- providing direction to Contractor in the areas relating to County policy, information and procedural requirements.

6.2 County's Project Manager

The person responsible for meeting with Contractor's Project Manager on a regular basis and coordinating and monitoring Work Order(s) and ensuring that the technical standards and task requirements articulated in the individual Work Orders are satisfactorily complied with.

The responsibilities of the County's Project Manager include:

- inspecting any and all Work Orders and ensuring that all required components are delivered by Contractor;

- monitoring, evaluating and reporting Contractor performance;
- providing direction to Contractor in the areas relating to county policy, information requirements, and procedural requirements.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Master Agreement and is not authorized to further obligate County in any respect whatsoever.

6.3 County's Project Monitor {tc "4.4 COUNTY's Project Manager\:" " \ 2}

The County's Project Monitor is responsible for overseeing the day-to-day administration of this Master Agreement.

The responsibilities of the County's Project Monitor include;

- inspecting all reports and documents submitted to ensure compliance with Master Agreement business requirements;
- approving all submitted invoices to ensure accurate reconciliation with services provided;
- coordinating provision of Work Order services with requesting County Departments and the Contractors.

7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR{tc "5.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR\:"}

7.1 Contractor's Project Manager {tc "5.1 CONTRACTOR's Project Manager\:" " \ 2}

- 7.1.1 Contractor's Project Manager is designated in Exhibit D, "Contractor's Administration." The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.
- 7.1.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Master Agreement and shall have full authority to act for the Contractor on all matters relating to the Master Agreement. Contractor's Project Manager shall coordinate with County's Project Manager and Project Monitor on a regular basis.
- 7.1.3 County must have access to Contractor's Project Manager during all hours of operation (including nights and weekends if Contractor is providing service to the County during these hours.) Contractor shall provide a telephone number where the Project Manager may be reached during these hours.
- 7.1.4 Contractor shall ensure that all employees wear personal protective equipment and comply with Cal/OSHA worker health and safety requirements.

7.2 Approval of Contractor's Staff {tc "5.3 Approval of CONTRACTOR's Staff: " \l 2}

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager.

7.3 Contractor's Staff Identification

Contractor shall provide all staff assigned to this Master Agreement with a photo identification badge in accordance with County specifications if Contractor staff is expected to enter a County facility or its grounds. The photo identification badge shall be prominently displayed on the upper part of the body.

7.4 Background and Security Investigations

At any time prior to or during term of this Master Agreement, the County may require that all Contractor staff performing work under this Master Agreement undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work under this Master Agreement. County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

7.4.1 County may request that Contractor's staff be immediately removed from working on the County Master Agreement at any time during the term of the Master Agreement. County will not provide to Contractor or to Contractor's staff any information obtained through the County conducted background clearance.

7.4.2 County may immediately deny or terminate facility access to Contractor's staff who do not pass such investigation(s) to the satisfaction of the County or whose background or conduct is incompatible with County facility access, at the sole discretion of the County.

7.4.3 Disqualification, if any, of Contractor staff, pursuant to this Sub-paragraph 7.4, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

7.5 Confidentiality

The Contractor shall maintain the confidentiality of all records obtained from the County under this Master Agreement in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality. The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Master Agreement. The Contractor shall cause each employee performing services covered by this Master Agreement to sign and adhere to the "*Contractor Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement*", *Exhibit E*.

The Contractor shall cause each non-employee performing services covered by this Master Agreement to sign and adhere to the “*Contractor Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement*”, Exhibit F.

8.0 STANDARD TERMS AND CONDITIONS

{PRIVATE }8.1 ASSIGNMENT AND DELEGATION

8.1.1 The Contractor shall not assign its rights or delegate its duties under this Master Agreement, or both, either in whole or in part, without the prior written consent of the CAO. Any unapproved assignment or delegation shall be null and void. Any payments by the CAO to any approved delegate or assignee on any claim under this Master Agreement shall be deductible, at CAO’s sole discretion, against the claims, which the Contractor may have against the County.

8.1.2 If any assumption, assignment, delegation, or takeover of any of the Contractor’s duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the CAO’s express prior written approval, may result in the termination of this Master Agreement.

8.2 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Master Agreement for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Master Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.3 BUDGET REDUCTIONS

In the event that the County’s Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Master Agreements, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Contractor under the Master Agreement. The County’s notice to the Contractor regarding said attempt to reduce its payment obligation shall be provided within 30 calendar days of the Board’s approval of such actions. The Contractor shall continue to provide all of the services set forth in the Master Agreement.

{PRIVATE }8.4 CHANGE NOTICES, AMENDMENTS, AND WORK ORDERS

8.4.1 Change Notices

During the life of the agreement resulting from this RFP, there may be need to adjust Clinical Practice Guidelines (CPG) or examination protocols by deleting and/or adding new laboratory, radiological, or similar examinations as necessary to meet County work demands or as appropriate to community professional practice or recommendations made by such organizations as the Centers for Disease Control, the American Heart Association, etc. The County’s Project Director, or

his/her designee, shall have the authority to make such changes, when any component to be added is already priced and published herein, and the contractor shall provide to County such requested exam/component adjustments at those rates which are published herein. The County reserves this right and will initiate Change Notices that **do not affect** the term of this Master Agreement or rates or payment for services pursuant to this Master Agreement. All such changes shall be accomplished with an executed Change Notice signed by the Contractor and by the County's Project Director. A two week grace period will be granted after issuance of Change Notice before changes to protocol and to the Clinical Practice Guidelines must be put into practice.

8.4.2 Amendments

The County's Board of Supervisors or CAO or designee may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or CAO. To implement such changes, an Amendment to the Master Agreement shall be prepared and executed by the Contractor and by the County's Project Director.

During the life of the agreement resulting from this RFP, there may be need to adjust examination protocols by adding new laboratory, radiological, or similar examinations, not already priced herein, as necessary to meet County work demands or as appropriate to community professional practice or recommendations made by such organizations as the Centers for Disease Control, the American Heart Association, etc. The CAO shall have the authority to make such changes in examination protocols and the Contractor shall provide to County such new tests at rates which in no event exceed the lowest rates for these tests charged by the Contractor to any other client. The County's Project Director, or his/her designee, will request from Contractor a detailed description of the Contractor's ability and rate(s) to provide any new exam/component. Upon completion of evaluation of new work proposals, CAO shall execute an amendment with the lowest cost Qualified Contractor(s) unless the work solicitation specifies bid evaluation criteria other than lowest cost. It is understood by Contractor that County's competitive bidding procedure may have the effect that no amendments are awarded to some Master Agreement Qualified Contractors. All selected Contractors must be available to meet with County on the starting date specified by the County's Project Director. Inability of Contractor to comply with such commencement date may be cause for disqualification of Contractor from the particular work amendment as determined in the sole discretion of County's Project Director.

For any change which affects this scope of work, period of performance, payments, or any term or condition included under this Master Agreement, except for those exceptions specifically provided for in this Master Agreement, shall be executed by the County's Board of Supervisors.

8.4.3 Work Orders

Pursuant to the provisions of this Master Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other

work as set forth in each Work Order and in accordance with Exhibit A, "Statement of Work."

8.4.3.1 Work Orders will be issued by the various County departments for medical examinations and evaluations of employees and applicants for positions in their respective departments. Standard Work Orders shall generally conform with Exhibit G, "Sample Work Order Format." Standard Work Orders shall be comprised of exam/components described in this Statement of Work, priced in accordance with Rate Forms for this contract and provided in accordance with the OHP CPG and terms and conditions of this Master Agreement.

8.4.3.2 If Contractor provides any task, deliverable, service, or other work to County that utilizes other than approved Contractor Personnel, and/or that goes beyond the Work Order or Master Agreement expiration date, and/or that exceeds the price specified on Rate Form as originally written or modified in accordance with Sub-paragraph 8.4, Change Notices, Amendments, and Work Orders, these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against County.

8.5 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints. Within 15 business days after Master Agreement effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.1 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.5.2 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days.

8.5.3 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines. Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

{PRIVATE }8.6 COMPLIANCE WITH APPLICABLE LAW

8.6.1 The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Master Agreement are hereby incorporated herein by reference.

8.6.2 The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement. The Contractor shall comply with Exhibit I, "Contractor's EEO Certification."

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

This Master Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit J and incorporated by reference into and made a part of this Master Agreement.

8.8.2 Written Employee Jury Service Policy.

8.8.2.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

8.8.2.2 For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a Master Agreement with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes

of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Master Agreement, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

8.8.2.3 If Contractor is not required to comply with the Jury Service Program when the Master Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Master Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

8.8.2.4 Contractor's violation of this Sub-paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Master Agreement or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Master Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Agreement.

8.9.3 The Contractor will not employ any person who is concurrently employed on a part-time or as-needed basis by the County's CAO Occupational Health Program without first seeking and obtaining permission to do so from County's Project Director.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement to perform the services set forth herein, the Contractor shall give **first consideration** for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Master Agreement.

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Master Agreement. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Master Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing Contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern

or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Master Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Master Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Master Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Master Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Master Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Master Agreement or impose other penalties as specified in this Master Agreement.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.16.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Master Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be

assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Master Agreement.

8.18 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Sub-paragraph 8.4, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Master Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of “original” versions of such documents.

8.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

{PRIVATE }8.20 GOVERNING LAW, JURISDICTION, AND VENUE

This Master Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Master Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

{PRIVATE }8.21 INDEPENDENT CONTRACTOR STATUS

8.21.1 This Master Agreement is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.21.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.21.3 The Contractor understands and agrees that all persons performing work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability,

solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Master Agreement.

8.21.4 As previously instructed in Sub-paragraph 7.5, "Confidentiality", the Contractor shall cause each employee performing services covered by this Master Agreement to sign and adhere to the "*Contractor Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement*", *Exhibit E*. The Contractor shall cause each non-employee performing services covered by this Master Agreement to sign and adhere to the "*Contractor Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement*", *Exhibit F*.

8.22 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Master Agreement.

8.23 GENERAL INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the County and during the term of this Master Agreement, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Master Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

8.23.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered prior to commencing services under this Master Agreement to:

CAO/Risk Management Operations
3333 Wilshire Boulevard, Suite 820
Los Angeles, CA 90012
(213) 252-0404 (fax)

Such certificates or other evidence shall:

- Specifically identify this Master Agreement;
- Clearly evidence all coverages required in this Master Agreement;
- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;

- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Master Agreement; and
- Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.23.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.

8.23.3 Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Master Agreement upon which the County may immediately terminate or suspend this Master Agreement. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

8.23.4 Notification of Incidents, Claims or Suits: Contractor shall report to the County:

- Any accident or incident relating to services performed under this Master Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Master Agreement.
- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Contract Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Master Agreement.

8.23.5 Compensation for County Costs: In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Master Agreement, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

8.23.6 Insurance Coverage Requirements for Subcontractors: The Contractor shall ensure any and all subcontractors performing services under this Master Agreement meet the insurance requirements of this Master Agreement by either:

- The Contractor providing evidence of insurance covering the activities of subcontractors, or
- The Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

8.24 INSURANCE COVERAGE REQUIREMENTS

8.24.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

| | |
|--|-------------|
| General Aggregate: | \$2 million |
| Products/Completed Operations Aggregate: | \$1 million |
| Personal and Advertising Injury: | \$1 million |
| Each Occurrence: | \$1 million |

8.24.2 Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all “owned”, “hired” and “non-owned” vehicles, or coverage for “any auto”.

8.24.3 Workers’ Compensation and Employers’ Liability insurance providing workers’ compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor’s employees will be engaged in maritime employment, coverage shall provide workers’ compensation benefits as required by the U.S. Longshore and Harbor Workers’ Compensation Act, Jones Act or any other federal law for which the Contractor is responsible.

In all cases, the above insurance also shall include Employers’ Liability coverage with limits of not less than the following:

| | |
|--------------------------|-------------|
| Each Accident: | \$1 million |
| Disease - policy limit: | \$1 million |
| Disease - each employee: | \$1 million |

8.24.4 Professional Liability insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Master Agreement.

8.25 [INTENTIONALLY OMITTED]

{PRIVATE }8.26 MOST FAVORED PUBLIC ENTITY

If the Contractor's rates/prices decline, or should the Contractor at any time during the term of this Master Agreement provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at rates/prices below those set forth in this Master Agreement, then such lower rates/prices shall be immediately extended to the County.

{PRIVATE }8.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.27.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.27.2 The Contractor shall certify to, and comply with, the provisions of Exhibit I, "Contractor's EEO Certification."

8.27.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.27.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

8.27.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.

8.27.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.27 when so requested by the County.

8.27.7 If the County finds that any provisions of this Sub-paragraph 8.27 have been violated, such violation shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in

addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.

8.27.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

{PRIVATE }8.28 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Master Agreement shall not restrict the CAO from acquiring similar, equal or like goods and/or services from other entities or sources.

{PRIVATE }8.29 NOTICE OF DELAYS

Except as otherwise provided under this Master Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Master Agreement, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.30 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County Project Manager and/or County Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Master Agreement. If the County Project Manager or County Project Director is not able to resolve the dispute, the CAO or his/her designee shall resolve it.

8.31 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.32 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit K of this Master Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

{PRIVATE }8.33 NOTICES

All notices or demands required or permitted to be given or made under this Master Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits C, "County's Administration" and D, "Contractor's Administration." Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The CAO shall have the authority to issue all notices or demands required or permitted by the County under this Master Agreement.

8.34 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Master Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.35 PUBLIC RECORDS ACT

8.35.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Sub-paragraph 8.37 - Record Retention and Inspection/Audit Settlement of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Master Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.35.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

{PRIVATE }8.36 PUBLICITY

8.36.1 The Contractor shall not disclose any details in connection with this Master Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Master Agreement within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Master Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.36.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County of Los Angeles, provided that the requirements of this Sub-paragraph 8.36 shall apply.

{PRIVATE }8.37 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Master Agreement. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Master Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Master Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.37.1 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Master Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.37.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 8.37 shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.

8.37.3 If, at any time during the term of this Master Agreement or within five (5) years after the expiration or termination of this Master Agreement, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Master Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the

County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Master Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Master Agreement exceed the funds appropriated by the County for the purpose of this Master Agreement.

{PRIVATE }8.38 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Master Agreement.

{PRIVATE }8.39 SUBCONTRACTING

8.39.1 The requirements of this Master Agreement may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Master Agreement.

8.39.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request::

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.39.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

8.39.4 The Contractor shall remain fully responsible for all performances required of it under this Master Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.39.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Master Agreement. The Contractor is responsible to notify its subcontractors of this County right.

8.39.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees.

8.39.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and

successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

- 8.39.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents, before any subcontractor employee may perform any work hereunder, to:

CAO/Risk Management Operations
3333 Wilshire Boulevard, Suite 820
Los Angeles, CA 90012
(213) 252-0404 (fax)

8.40 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.14, "Contractor's Warranty of Adherence to County's Child Support Compliance Program", shall constitute default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of Contractor to cure such default within 90 calendar days of within notice shall be grounds upon which the County may terminate this Master Agreement pursuant to Sub-paragraph 8.42 - Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

{PRIVATE }8.41 TERMINATION FOR CONVENIENCE

8.41.1 This Master Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.41.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Master Agreement on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement shall be maintained by the Contractor in accordance with Sub-paragraph 8.37, "Record Retention & Inspection/Audit Settlement."

{PRIVATE }8.42 TERMINATION FOR DEFAULT

8.42.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Master Agreement;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

During such cure period, the Contractor's status under this Master Agreement is changed to one of "no referral/no payment" and the Contractor is barred from providing further service for the County from the date of notification until the County's Project Director, in his/her sole discretion, determines that the problem(s) have been cured. Should Contractor inadvertently receive a Work Order from a County Department, County will make no payment for any service Contractor provided after date of County notification that termination for default provisions were being activated. Any service Contractor provides after date of notification will be considered a gratuitous effort on the part of the Contractor.

8.42.2 In the event that the County terminates this Master Agreement in whole or in part as provided in Sub-paragraph 8.42.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Master Agreement to the extent not terminated under the provisions of this sub-paragraph.

8.42.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.42.2 if its failure to perform this Master Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable

from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.42.4 If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.42, it is determined by the County that the Contractor was not in default under the provisions of this Sub-paragraph 8.42, or that the default was excusable under the provisions of Sub-paragraph 8.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.41, "Termination for Convenience."

8.42.5 In the event the County terminates this Master Agreement in its entirety due to the Contractor's default as provided in Sub-paragraph 8.42.1, the Contractor and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the County agree that the County shall, at its sole option and in lieu of the provisions of Sub-paragraph 8.42.2, be entitled to liquidated damages from the Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the County by cash payment upon demand or, at the sole discretion of the CAO, or designee, deducted from any amounts due to the Contractor by the County, whether under this Master Agreement or otherwise.

These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Master Agreement, and the Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of Sub-paragraph 8.22, "Indemnification."

8.42.6 The rights and remedies of the County provided in this Sub-paragraph 8.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

{PRIVATE }8.43 TERMINATION FOR IMPROPER CONSIDERATION

8.43.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Master Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Master Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Master Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.43.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either

to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.43.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

{PRIVATE }8.44 TERMINATION FOR INSOLVENCY

8.44.1 The County may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.44.2 The rights and remedies of the County provided in this Sub-paragraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

{PRIVATE }8.45 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Master Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Master Agreement.

{PRIVATE }8.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Master Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Master Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Master Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Master Agreement, then this Master Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

{PRIVATE }8.47 VALIDITY

If any provision of this Master Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Master Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

{PRIVATE }8.48 WAIVER

No waiver by the County of any breach of any provision of this Master Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Master Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Subparagraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

{PRIVATE }8.49 WARRANTY AGAINST CONTINGENT FEES

8.49.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Master Agreement upon any Master Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.49.2 For breach of this warranty, the County shall have the right to terminate this Master Agreement and, at its sole discretion, deduct from the Master Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.50 CONTRACTOR'S OBLIGATIONS UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA)

The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ('HIPAA'). Contractor understands and agrees that it is a 'Covered Entity' under HIPAA and, as such, has obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to Transactions and Code Sets, Privacy, and Security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

Contractor and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the HIPAA Law and implementing regulations related to Transactions and Code Sets, Privacy, and Security. Each party further agrees to indemnify and hold harmless the other party (including their officers, employees, and agents), for its failure to comply with HIPAA.

8.51 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

8.51.1 This Contract is subject to the provisions of the County's ordinance entitled Local Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

8.51.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

8.51.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

8.51.4 If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply if Contractor is no longer eligible for certification as a result in a change of their status and Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be subscribed by its Chair and the seal of said Board to be hereto affixed and attested by the Executive Officer-Clerk, and Contractor has caused this Master Agreement to be subscribed on its behalf by its duly authorized officer.

COUNTY OF LOS ANGELES

CONTRACTOR

By _____
Chair, Board of Supervisors

By _____
Name

Title

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By _____
Stephen Morris
Principal Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK

STATEMENT OF WORK

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1.0 SCOPE OF WORK

Contractor shall provide medical evaluation and examination services, including, but not limited to:

- X Pre-placement Medical Examinations;
- X Environmental Hazard and DMV Exams;
- X Return to Work Evaluations;
- X Screening and/or Immunizations for Communicable Diseases;
- X Fire Department Wellness Medical Examinations;
- X Executive Medical Examinations;
- X Mobile Van Services for any or all of the services listed above.

1.1 Examinations/evaluations are of several types. Specific examination content/protocols can be found in Section 7.0, "Medical Examination Protocols," of this Statement of Work (SOW). Contractor is required to provide all examinations according to these protocols and Clinical Practice Guidelines provided by the County's Project Director.

1.2 The needs of the County for services described in this RFP may fluctuate and County cannot guarantee a specific number of work orders for examinations/evaluations to any Contractor.

2.0 SUMMARY OF CONTRACTOR RESPONSIBILITIES**2.1 Reporting Requirements and County Administrative Controls**

Contractor shall comply with all applicable policies, protocols, and Clinical Practice Guidelines (CPG) of County's Occupational Health Program (OHP), provided by the County's Project Director, and is responsible for overall coordination and integration of medical examinations and evaluations performed. Contractor shall take all necessary steps to reduce cost, increase productivity, and to enhance the quality and level of services provided.

2.2 Staffing/Licensing

Contractor shall notify OHP if any licensed or procedure-certified staff member or sub-contractor who the Contractor proposes to use to provide services to the County is no longer employed or subcontracted by the Contractor. Additionally, the Contractor will notify OHP if any of these professionals lose or fail to maintain their licenses or certifications, or if any are subject to professional censure or malpractice awards. Notification to OHP must be made in writing within 10 business days of the Contractor's knowledge of any action described above.

Contractor must assure provision of services to County even in the event of an employee shortage or strike

2.3 Supplies

Except for those medical records forms specified in the CPG, which will be supplied by County, Contractor is responsible for providing all supplies and services necessary to conduct the examinations/evaluations required.

2.4 Confidentiality

Contractor shall maintain strict confidentiality of all medical records in accordance with all federal and state statutes and regulations relating to the confidentiality of patient records and information.

Contractor shall inform all its officers, employees, and agents providing services, of these confidentiality provisions, and all Contractor's employees connected with activities under any resultant contract shall be required to sign and adhere to the Contractor Employee Acknowledgment and Confidentiality Agreement, shown as Exhibit E in the Master Agreement.

2.5 Laboratory Services

Clinical laboratories utilized by contractor must be licensed and must meet all requirements of the U.S. Department of Health and Human Services for such clinical testing. Laboratories utilized for blood lead analysis, must be licensed and certified for such testing. These laboratories must also have the capacity to hold serum specimens for a thirty day period to facilitate reflexive testing. For urine analysis of drug abuse panels, only the following laboratories may be used at the current time:

Toxworx Laboratories, Woodland Hills, CA
Unilab, Tarzana, CA
Quest Diagnostic Inc., San Diego, CA
Pharchem Laboratory, Menlo Park, CA
LabCorp, San Diego, CA

The County's Contract Director, or his/her designee, shall notify the Contractor in writing of any changes to the list of designated laboratories, as they occur.

2.6 Scheduling of Appointments

Each County department is responsible for scheduling directly with the Contractor(s). At the time of award of contract, the County Project Director will provide to each contractor a list of County departments and a procedure to ensure that those individuals scheduling medical examinations/evaluations are authorized to do so.

Contractor shall provide appointments within ten (10) calendar days of request by authorized individual. For providers of Safety Pre-placement exams, Contractor shall provide recheck exams on a "walk-in" basis for vision, blood pressure, and weight/body fat, without an appointment. Contractor shall ensure that a sufficient number of staff are scheduled to perform the required work so that waiting times do not exceed one hour from the applicant/employee given appointment time.

2.7 Use of County Forms

The County's Project Manager will provide any required medical record forms to Contractor prior to the Master Agreement start date and, upon request, during the life of the Master Agreement. Contractors are required to use these forms exclusively (unless given written permission to do otherwise) and complete the forms in accordance with instructions provided by the County's Project Manager and/or as described in

Section 7.0, "Medical Examination Protocols," or contained in the OHP CPG. Additional copies of the medical records forms and CPG are available through the County's OHP.

2.8 Medical Findings/Medical Referral Recommendations

The physician conducting the medical examination shall document all significant findings on the forms provided and shall provide the examinee with feedback regarding these findings as follows.

2.8.1 Contractor shall verbally advise all examinees with newly discovered medical findings or inadequately treated existing conditions to see their own personal physicians if further follow-up of these findings is consistent with the standard of care in the community, and shall document such advisement in the medical record. In some cases as specified in Section 7, "Medical Examination Protocols," and/or in the OHP CPG, the Contractor will also be responsible for making additional written advisements to examinees regarding the need for further medical follow-up. Contractors shall not provide any treatment services to any County employees or potential employees examined under this Master Agreement.

2.8.2 Contractor shall report to the County Public Health Department or to any other appropriate agency, all reportable diseases detected as a result of the medical examination or evaluation and shall document such report in the medical record.

2.8.3 Contractor shall abide by requirements within the contract and OHP CPG in conducting the examinations, making recommendations, and in reporting results to OHP.

2.9 Fitness for Duty Recommendations and Communications

Contractor shall abide by requirements within Section 7.0, "Medical Examination Protocols," and OHP CPG in determining if, when, and/or what basis to use for making fitness for duty recommendations. In general, these Protocols and Guidelines specify that the Contractor will be making a work fitness "triage" when performing pre-placement Basic Exam packages and various periodic examinations on incumbents.

When the Contractor recommends that an incumbent be placed on restricted duty per the OHP CPG, restrictions shall be immediately faxed to the requesting Department and to the OHP.

2.10 Reports and Records

Contractor shall maintain a copy of all examination forms and medical records for a minimum of five (5) years in order to respond adequately to questions from the County or the examinee and to respond to any appeal by the examinee of the medical findings.

2.11 Delivery of Original Records

The Contractor shall assure delivery of the original examination record to the Occupational Health Program (OHP) within the time periods provided in Section 7.0, "Medical Examination Protocols."

2.11.1 Delivery may be made by messenger, U.S. Mail, or other secure method and is at the discretion and at the expense of Contractor.

2.11.2 Each delivery shall include an electronic spreadsheet (Microsoft Excel) which includes the following information in separate fields for each record: last name, first name, home address, Item Code, requesting department number, date of examination, doctor triage result, last name of the doctor, a field indicating whether the client is an applicant or employee, and the date of birth. This spreadsheet must either accompany the delivery in disk form, or be e-mailed to OHP no later than the date of delivery.

2.11.3 For passing, non-problematic Basic Preplacement Examinations (See Section 7.0, "Medical Examination Protocols"), the Contractor Clearance Form must be completed and the original given to the examinee or, at the request of the County Department representative authorized to schedule examinations, may be faxed to the Department representative, if appropriate security protections are in place to assure confidentiality. A copy of the Contractor Clearance Form must be included with the rest of the medical records/reports to OHP.

2.12 **Disposition of Radiographs**

The Contractor shall retain chest radiographs for the life of the Master Agreement. At termination of the Master Agreement, the Contract Manager and County's Project Director shall meet to determine the disposition of chest radiographs being maintained by Contractor. The Contractor shall indicate on the chest radiograph folders whether the study was done as part of an asbestos examination. Radiographs of other body parts shall be transmitted to OHP with the original medical record.

2.13 **Quality of the Record**

County expects the medical reports, records, and forms submitted by the Contractor to be legible and completed in accordance with County policies and procedure, OHP CPG, and sound medical practice. Incomplete, incorrect, or illegible records and reports may result in a Contractor Discrepancy Report being issued. If the problem is not corrected, the County may terminate the contract and/or cause payment to be withheld until resolved.

2.14 **Availability of Contractor to Meet With County**

Contractor shall be available to meet with County for orientation and on-going training, at a time and location convenient to the County, at no cost to County other than the cost for parking if at a County facility.

2.14.1 Prior to commencement of the Master Agreement, this orientation may require 2-8 hours of time for each physician providing services.

2.14.2 After commencement of the Master Agreement, on-going routine training may require up to 4 hours of time for each physician providing services each year. This time estimate does not include any remedial training or meetings due to failure to perform per the standards described in Section 8, "Quality of Work Performance Requirements Summary."

2.15 Transition of Work

In the event of expiration or prior termination of the contract, Contractor shall cooperate with County to provide for the transition to whatever service replacement method the County determines to be in its best interest.

3.0 STAFFING AND EQUIPMENT REQUIREMENTS

Contractor shall immediately notify the County if, at any time, they cannot meet the staffing and equipment requirements (even on a temporary basis) set forth in this Section 3.0.

3.1 STAFFING

Contractor shall ensure that all staff performing services under this Master Agreement meet the following license and certification requirements for each exam category that the Contractor is providing. Each type of Exam shall be subject to the following conditions:

3.1.1 Basic Exams

Provided by physicians with an M.D. or D.O. degree and licensed to practice in California.

3.1.2 General Exams

- a. Provided by physicians with an M.D. or D.O. degree and licensed to practice in California.
- b. Audiometric testing and proper equipment maintenance provided by staff certified by the Council of Accreditation Occupational Hearing Conservation.
- c. Spirometry provided by staff who have completed a NIOSH-certified course in spirometry within the last three (3) years.
- d. Chest, torso-skeletal, and extremity radiographic studies provided by staff certified to do so.
- e. Drug test collection by staff possessing a current Drug Test Collector Certificate per D.O.T. regulations.
- f. Blood work provided by staff members either certified by the State of California to perform phlebotomy or permitted to perform phlebotomy under the scope of practice for their profession.
- g. A consulting board-certified radiologist to read all radiographic studies.
- h. A board-certified consulting cardiologist to read resting EKGs.

3.1.3 Safety Exams

- a. Provided by physicians with an M.D. or D.O. degree and licensed to practice in California.
- b. Audiometric testing provided by staff certified by the Council of Accreditation Occupational Hearing Conservation.
- c. Spirometry provided by staff who have completed a NIOSH-certified course in spirometry within the last three (3) years.
- d. Chest, torso-skeletal, and extremity radiographic studies provided by staff certified to do so.
- e. Drug test collection by staff possessing a current Drug Test Collector Certificate per D.O.T. regulations.
- f. Blood work provided by staff members either certified by the State of California to perform phlebotomy or permitted to perform phlebotomy under the scope of practice for their profession.
- g. A consulting board-certified radiologist to read all radiographic studies.
- h. a consulting board-certified cardiologist to read resting EKGs and stress EKGs.

3.1.4 Fire Wellness and Executive Exams

- a. Provided by physicians with an M.D. or D.O. degree and license to practice in California.
- b. Audiometric testing provided by staff certified by the Council of Accreditation Occupational Hearing Conservation.
- c. Spirometry provided by staff who have completed a NIOSH-certified course in spirometry within the last three (3) years.
- d. Chest radiographic studies provided by staff certified to do so.
- e. Blood work provided by staff members either certified by the State of California to perform phlebotomy or permitted to perform phlebotomy under the scope of practice for their profession.
- f. A consulting board-certified radiologist to read all radiographic studies.
- g. A consulting board-certified cardiologist to read resting and stress EKGs.
- h. One staff member who has either:
 - A college degree in Exercise Science, Physical Education, Kinesiology, Physical Therapy or fitness related field,

- A personal trainer certification from a nationally recognized agency such as ACSM, NSCA, ACE or NASM or,
- Six (6) months experience administering strength and flexibility tests in a professional or academic setting plus the ability to demonstrate competency in specific safe and accurate test administration and result interpretation.

3.1.5 **Periodic Exams**

- a. Provided by physicians with an M.D. or D.O. degree, licensed to practice in California and Board-Certified in Occupational Medicine. This physician must either be assigned to directly examine County employees or be the primary supervisor of staff physicians who will be performing services for the County.
- b. Audiometric testing provided by staff certified by the Council of Accreditation Occupational Hearing Conservation, if providing Hearing Conservation or BOMB School medical examinations.
- c. Spirometry provided by staff who have completed a NIOSH-certified course in spirometry within the last three (3) years, if providing Asbestos, HAZMAT, Clandestine Lab, SCUBA, BOMB School, or Bicycle medicals.
- d. Chest radiographic studies provided by staff certified to do so, if providing Asbestos, BOMB School or SCUBA medicals.
- e. Drug test collection by staff possessing a current Drug Test Collector Certificate per D.O.T. regulations, if providing Crane Operator medicals.
- f. Blood work provided by staff members either certified by the State of California to perform phlebotomy or permitted to perform phlebotomy under the scope of practice for their profession, if providing Clandestine Lab, Pesticide, HAZMAT, or Lead Medicals.
- g. A consulting board-certified radiologist to read all radiographic studies if providing BOMB School or SCUBA medicals.
- h. A consulting Board-Certified Radiologist "B" certified to read all radiographic studies if providing Asbestos medicals.
- i. A consulting cardiologist to read EKGs and Cardiac Stress Test Tracings, if providing SCUBA, Bicycle Patrol, or FBI Bomb School medicals.

3.2 **EQUIPMENT**

Contractor shall ensure that all equipment requirements under this Master Agreement are met for each exam category that the Contractor is providing.

3.2.1 General Exams

- a. Titmus vision screener that includes slide SCI-1 (signal lights).
- b. Spirometer that meets A.T.S. recommendations for accuracy and precision has the capacity to produce both volume-time and flow-volume graphs, and utilizes HANES III reference values to generate Lower Limit of Normal values (LLN's).
- c. 12-Lead EKG;
- d. Audiometric testing booth which does not have background sound pressure levels exceeding those in Table C-1 of Appendix C in Sec. 5097 of Cal/OSHA G.I.S.O.;
- e. Audiometer calibrated per Cal/OSHA standards;
- f. Farnsworth D-15 color vision test;
- g. Appropriate illumination source for color vision testing (Hi-Lite fluorescent bulbs, Richmond Products True Daylight Illuminator, or Verilux True Color Light tube F15T8VLK);
- h. Pseudoisochromatic plate test (Titmus slide SCD-1, HRR 4th Edition, or Ishihara plates); and
- i. Jamar dynamometer.

3.2.2 Safety Exams

- a. Titmus vision screener that includes slide SCI-1 (signal lights);
- b. Spirometer that meets A.T.S. recommendations for accuracy and precision, has the capacity to produce both volume-time and flow-volume graphs, and utilizes HANES III reference values to generate Lower Limit of Normal values (LLN's);
- c. 12-Lead EKG;
- d. Audiometric testing booth which does not have background sound pressure levels exceeding those in Table C-1 of Appendix C in Sec. 5097 of Cal/OSHA G.I.S.O.;
- e. Audiometer calibrated per Cal/OSHA standards;
- f. Farnsworth D-15 color vision test;
- g. Appropriate illumination source for color vision testing (Hi-Lite fluorescent bulbs, Richmond Products True Daylight Illuminator, or Verilux True Color Light tube F15T8VLK);

- h. Pseudoisochromatic plate test (Titmus slide SCD-1, HRR 4th Edition, or Ishihara plates);
- i. Jamar dynamometer;
- j. Cardiac treadmill and electrocardiographic recording equipment;
- k. Bailey-Lovie or ETDRS wall chart that is illuminated at between 80-320 cd/m² in a room that provides an appropriate viewing distance; and
- l. Calipers for body fat determinations.

3.2.3 **Fire Wellness and Executive Exams**

- a. Titmus vision screener that includes slide SCI-1 (signal lights);
- b. Spirometer that meets A.T.S. recommendations for accuracy and precision, has the capacity to produce both volume-time and flow-volume graphs, and utilizes HANES III reference values to generate Lower Limit of Normal values (LLN's);
- c. 12-Lead EKG;
- d. Audiometric testing booth which does not have background sound pressure levels exceeding those in Table C-1 of Appendix C in Sec. 5097 of Cal/OSHA G.I.S.O.;
- e. Audiometer calibrated per Cal/OSHA standards;
- f. Pseudoisochromatic plate test (Titmus slide SCD-1, HRR 4th Edition, or Ishihara plates);
- g. Jamar dynamometer;
- h. Cardiac treadmill and electrocardiographic recording equipment;
- i. Calipers for body fat determinations;
- j. Jackson Strength Evaluation System or equivalent with both a V-grip and a straight grip handlebar;
- k. Metronome;
- l. Stopwatch;
- m. Novel Acuflex I or equivalent trunk flexibility tester.

3.2.4 Periodic Testing Exams

- a. Titmus vision screener that includes slide SCI-1 (signal lights) if providing Commercial Driver's License, Crane Operator, FBI Bomb School Annual medicals;
- b. Spirometer that meets A.T.S. recommendations for accuracy and precision, has the capacity to produce both volume-time and flow-volume graphs, and utilizes HANES III reference values if providing Asbestos, Clandestine Lab, HAZMAT, SCUBA, or Bicycle medicals;
- c. 12-Lead EKG if providing SCUBA, Bicycle Patrol, or FBI Bomb School medicals;
- d. Cardiac Treadmill and recording equipment if providing Bicycle Patrol or SCUBA medicals; and
- e. An audiometer and an audiometric testing booth which does not have background sound pressure levels exceeding those in Table C-1 of Appendix C in Sec. 5097 of Cal/OSHA G.I.S.O if providing Hearing Conservation, SCUBA, or FBI Bomb School medicals.

4.0 BILLING AND INVOICING

The Contractor shall prepare and submit by the 15th day of the month, Monthly Invoices for the work performed in the previous month. The invoices shall be prepared in the format shown in Exhibit H, "Sample Invoice Formats", in the Master Agreement. Invoice processing and payment is described in Section 5.5, "Invoices and Payments", of the Master Agreement.

5.0 CONTRACTOR PERFORMANCE**5.1 Contractor Quality Control Plan**

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The plan shall include an identified monitoring system covering all the services listed in Section 7, "Medical Protocols," and Section 8, "Quality of Work Performance Requirements Summary," and methods for identifying and preventing deficiencies in the quality of services. Specifically, the following factors must be included in the plan:

- Activities to be monitored to ensure compliance with all Master Agreement requirements;
- Monitoring methods to be used;
- Frequency of monitoring;
- Samples of forms to be used in monitoring;
- Title/level and qualifications of personnel performing monitoring functions;
- Files of all monitoring results, including any corrective action taken. A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed

between identification and completed corrective action, shall be provided to the County upon request.

- Periodic maintenance schedule and calibration records for the required equipment listed in Section 3.2 shall be kept for a minimum of three (3) years and shall be provided to the County upon request.
- Methods used and frequency of calibration when applicable for the required equipment listed in Section 3.2.

5.2 **County's Quality Assurance Plan**

The County shall evaluate the Contractor's performance under this Master Agreement using the quality assurance procedures specified in Section 8.0, "Quality of Work Performance Requirements Summary," or other such procedures as may be necessary to ascertain Contractor compliance with this Agreement. The County will appropriately document any contract compliance deficiencies and communicate them to the Contractor in a timely fashion so that the Contractor may make appropriate adjustments to correct the deficiencies.

5.2.1 **Quarterly Meetings**

Contractor's Project Manager may be required to attend meetings with OHP staff, not to exceed one per quarter, to discuss any necessary changes in services. These quarterly meetings do not include any remedial training or meetings due to failure to perform per the standards described in Section 8, "Quality of Work Performance Requirements Summary."

5.2.2 **Contract Discrepancy Report**

Verbal notification of a Contract discrepancy will be made to the Contractor's Project Director as soon as possible whenever a major or systemic Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The County's Project Director will determine whether a formal Contract Discrepancy Report shall be issued. The County's Project Director or designee may issue a Contract Discrepancy Report (CDR) and may initiate actions up to and including termination for default in accordance with Section 8.42 of this Master Agreement. The CDR will include an assessment of points the Contractor has been assigned denoting the level of the violation. The CDR requires the Contractor to explain in writing how performance will be returned to an acceptable level, and how recurrence of the problem will be prevented.

Notwithstanding a determination of unsatisfactory service performance, the Contractor shall, as soon as possible, remedy any and all deficiencies in the provision of services and, as deemed possible or permitted by the County's Project Director or designee, and perform such services again at an acceptable level.

The County's Project Director or designee shall evaluate the Contractor's explanation on the CDR, and if the County's Project Director or designee determines, in his/her sole discretion, that the particular defective performance for the particular service was caused by accident, strike, or similar occurrence

beyond the control and without the fault or negligence of the Contractor, then the County's Project Director or designee may decline such performance as defective.

5.2.3 **County Observations**

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance and patient privacy.

6.0 **RESPONSIBILITIES OF COUNTY AND CONTRACTOR**

In addition to the work specific responsibilities described in 2.0 above, the County and Contractor will adhere to the administration requirements described in the Master Agreement, Section 6.0, "Administration of Master Agreement - County", and Section 7.0, "Administration of Master Agreement - Contractor."

6.1 **Materials and Equipment**

The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee. All equipment shall be checked daily for safety. All employees shall be trained in the safe handling of equipment.

6.2 **Contractor's Office and Hours of Operation**

Contractor shall maintain the following office locations and office hours in which to perform the services described herein. Contractor shall immediately notify County of any change or move in office location. County shall determine whether to accept or reject such change or move, at its sole discretion.

The office shall be staffed by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. Contractor's office shall include e-mail and internet access. Contractor will monitor e-mail at least once daily.

7.0 **MEDICAL EXAMINATION PROTOCOLS**

Contractor should review the following examination protocols on the following pages within this section very carefully and should fully understand the requirements for each examination.

7.1 **PREPLACEMENT TESTING PACKAGES AND SPECIALIZED TESTS**

Operating Departments will order pre-placement evaluations by job classification number ("Item Code"). To determine the components of the specific evaluation, the contractor will need to access the OHP website which is under development. This website will have a Matrix which specifies which of the following evaluation packages should be performed for the particular item code as well as any additional tests (see "a la carte" listing). In some cases, the Matrix will specify that certain tests be done on a reflexive basis. The website may also give Item Code-specific special instructions or advisements. (Note: In the event that website is not operational at the time of contract implementation, County will issue Contractor a Microsoft Excel spreadsheet identifying all evaluation components per item code.)

In performing these examinations, the contract physician will be expected to follow OHP Clinical Practice Guidelines (CPG). The CPG will give general directives, as well as specify minimum expectations for the completeness of the history and physical components, and expected documentation. In some cases, the CPG will authorize the contract physician to add components for a given applicant on an as-needed or age-related basis. These additional components may be found in the Miscellaneous Section below or listed in the Proposer Rate Form.

7.1.1 **BASIC PREPLACEMENT EVALUATION**

A) **Clinical Testing:**

- Dipstick urinalysis for glucose, protein, and blood
- Vital signs measurement (blood pressure, pulse rate, rhythm)
- Vision testing (any method): Corrected distance acuity O.U.; Corrected near vision O.U.

B) **Medical History:**

Review by physician with examinee of a County provided questionnaire. As specified in the CPG, the contract physician must discuss with examinee all positive responses of relevance to the safe and effective performance of administrative duties, lifting 10 lbs, and driving and must properly document on the medical all responses. During the interview with examinee, the physician must assess whether the examinee has any significant communication difficulty (hearing and speech) and must document same on the medical record.

C) **Work Fitness Assessment:**

The contract physician shall make a determination, consistent with the CPG, as to whether the examinee can be given immediate medical clearance for administrative duties including lifting up to 10 lbs. and driving.

D) **Medical Follow-up Assessment:**

The contract physician shall make a determination based on the standards of care in the community as to whether it is advisable for the examinee to seek additional medical treatment or consultations.

- E) **Written Communications:**
On the same day of the examination, the Contractor shall give the examinee a sealed envelope that the examinee will take to the requesting department, which contains a signed OHP clearance form regarding the employee's fitness for duty. Contractor shall send the examinee notification of any findings that warrant medical follow-up within five (5) business days.
- F) **Medical Record Disposition:**
Within five (5) business days following the examination date, the contractor shall deliver or postmark to the OHP the originals of the medical record and copies of any written communications to the department and the examinee.

7.1.2 **GENERAL PRE-PLACEMENT EXAMINATION**

- A) **Clinical Testing:**
- Height/Weight
 - Dipstick urinalysis for glucose, protein, and blood
 - Vital signs measurement (blood pressure, pulse rate, and rhythm)
 - Vision testing (Titmus): Corrected distance acuity O.U., O.S., O.D., Corrected near vision O.U.
 - Audiometry (testing at 500,1000, 2000, 3000, 4000, 6000, and 8000 Hz), administered by certified audiometric technician in accordance with Cal/OSHA standards
- B) **Medical History:**
Contract physician will review with the examinee the County provided health history questionnaire. The physician will follow the requirements specified in the CPG to fully elaborate relevant medical history, and will properly document on the medical record any positive responses of relevance to the safe and effective performance of job duties and driving.
- C) **Work Fitness Assessment:**
Not applicable; will be done by County physicians.
- D) **Medical Follow-up Assessment:**
Contractor will be responsible notifying applicants of any medical condition which requires medical attention within two weeks. This notification may be done verbally, but must include a discussion of the possible consequences if the applicant fails to get timely follow-up. The date, time, and content of any verbal counseling must be fully documented in the examiner's chart note.
- E) **Written Communications:**
Not applicable; will be done by County staff.

F) **Medical Record Disposition:**

The contractor shall deliver or postmark to the OHP original medical records **within 5 business days following the examination date** unless there are cardiac studies that need reading by a cardiologist, laboratory testing, radiographic studies or PPD testing. In these cases, the complete record including interpretations of these studies shall be delivered to OHP or postmarked **within ten (10) business days following the examination date**.

7.1.3 **SAFETY PRE-PLACEMENT EXAMINATION**A) **Clinical Testing:**

- Height/Weight
- Dipstick urinalysis for glucose, bilirubin, protein, and blood
- Urine collection with analysis of 9-drug panel
- Vital signs (blood pressure, pulse)
- Vision testing (Titmus) : Corrected near vision O.U., Uncorrected and corrected distance acuity O.U., O.S., O.D. (Including retesting with Bailey-Lovie or ETDRS chart using procedures described in the CPG if vision exceeds guidelines)
- Audiometry (testing at 500,1000, 2000, 3000, 4000, 6000, and 8000 Hz) with manual repeating of any threshold >25 dB
- Spirometry
- EKG with interpretation by a Cardiologist unless computerized interpretation is normal or findings are not significant as specified in the CPG

B) **Medical History:**

Contract physician will review with the examinee the County provided health history questionnaire. The physician will follow the requirements specified in the CPG to fully elaborate relevant medical history, and will properly document on the medical record any positive responses of relevance to the safe and effective performance of job duties and driving.

C) **Physical Examination:**

Physician will perform a “complete” examination as specified in the CPG.

D) **Work Fitness Assessment:**

Performed by County physician

E) **Medical Follow-up Assessment:**

Contractor will be responsible notifying applicants of any medical condition which requires medical attention within two weeks. This

notification may be done verbally, but must include a discussion of the possible consequences if the applicant fails to get timely follow-up. The date, time, and content of any verbal counseling must be fully documented in the examiner's chart note.

F) **Written Communications:**

Will be done by County staff.

G) **Medical Record Disposition:**

The contractor shall deliver or postmark to the OHP original medical records **within 5 business days following the examination date** unless there are cardiac studies that need reading by a cardiologist, laboratory testing, radiographic studies or PPD testing. In these cases, the complete record including interpretations of these studies shall be delivered to OHP or postmarked **within 10 business days following the examination date**.

7.1.4 **PRE-PLACEMENT TESTING FOR COMMERCIAL DRIVERS** (administered as supplemental testing to the General Pre-placement Examination described above).

A) **Clinical Testing:**

- Dipstick urinalysis for specific gravity
- Peripheral Vision
- Uncorrected Vision (Titmus): O.U., O.D., O.S.
- Color vision testing with Titmus SCI-1 slide (Signal lights)

B) **Medical History:**

Review of DMV form DL 51 (Medical Examination Report) by physician. Physician must fully elaborate and properly document on the DMV form DL51 all positive responses of relevance to the safe and effective performance of driving.

C) **Physical Examination:**

Physician will perform a "Complete" examination (except for "Safety" components), as specified in the CPG.

D) **Work Fitness Assessment:**

Initial assessment and completion of DMV form DL51 and DMV Medical Examiner's Certificate to be done by contract physician using DMV and OHP guidelines. Contract physician will sign off, but not issue these forms. Final assessment and issuance of the original DL51 form and Certificate will be done by County staff.

E) **Medical Follow-up Assessment:**

Per General Pre-placement

- F) **Written Communications:**
Not applicable; will be done by County staff.
- G) **Medical Record Disposition:** Original DMV form DL51 and DMV Medical Examiner's Certificate sent to OHP per General Pre-placement above

7.1.5 MISCELLANEOUS SPECIALIZED PRE-PLACEMENT TESTING PROCEDURES ("A LA CARTE"):

The following provides detail on various components that may be added by the OHP testing Matrix to the packages above on the day of examination, or may be ordered by OHP at a later date. Note that a complete list of potential additional components to pre-placement examinations is found in the Rate Sheets.

- A) **Body Fat:** Using Durnin caliper method per CPG;
- B) **Blood Chemistry Panel:** Must include at least:
- | | | |
|-------------------------------|---------------|------------|
| Bilirubin (Total) | Total Protein | A/G Ratio |
| Bilirubin Conjugated (Direct) | Albumin | Globulin |
| Glucose | BUN | Creatinine |
| Alkaline Phosphatase | GGTP | SGPT(ALT) |
| SGOT(AST) | Na | Cl |
| K | P | MG |
- C) **Non-D.O.T. urine collection and drug testing:** The County's current pre-placement panel consists of nine substances: amphetamines, opiates, barbiturates, benzodiazepines, cocaine, methadone, methaqualone, PCP, and THC. See the CPG for details regarding collection procedures and analytical cutpoints. Note that these differ substantially from those required under Federal D.O.T. regulations. Pricing should include GC/MS confirmation and 6-acetylmorphine when needed. Analysis must be done at one of the six laboratories specified above in Section 2.5.
- D) **Medical Review Officer services (non-D.O.T.):** OHP staff usually provides M.R.O. review. However, we may wish the contractor to provide this service upon occasion. While our pre-placement testing is non-D.O.T., the contractor's M.R.O. must be currently certified by a national organization to perform M.R.O. services under federal D.O.T. regulations. Note also that under the County's current policies (see CPG), physicians providing M.R.O. services for applicants who are currently County employees must meet with the employee and determine whether drug treatment/rehabilitation is needed.
- E) **Cardiac Stress Testing (CST):** Treadmill testing by Bruce Protocol to maximum exertion (rather than 85% maximum heart rate) with reading of tracing by a Board-Certified Cardiologist;
- F) **Exercise Challenge Testing (ECT):** Treadmill testing to maximum exertion using Bruce Protocol with one pre-run spiogram and post-

treadmill spirometers at 5, 10 and 20 minutes. No EKG tracing done. OHP will interpret results.

- G) **Combined CST/ECT**: ECT with stress EKG tracing read by Cardiologist.
- H) **Farnsworth D-15 Color Vision Testing** using appropriate lighting source and procedures per the CPG. Pricing should include repeat testing of equivocal results.
- I) **Radiographs**: Various views may be ordered. Price per view without Radiologist reading.
- J) **Radiographic study**: Cost of reading by Board-Certified Radiologist per study. A study consists of all of the radiographs taken of a single body part.
- K) **Two-Step TB Skin Testing (pre-placement)**: Two-step, three visit protocol as follows: Day 1, place PPD; Day 7, read first PPD and place second if needed; Day 9/10, read second PPD. Pricing should include cost of reviewing short TB history form.
- L) **Supplemental Respirator History**: Elaboration of positive responses on a supplemental history form used in conjunction with standard history forms.
- M) **KT-1000 (or 2000) knee arthrometer** performed by a Physical Therapist or other person with extensive experience with this device.
- N) **Isokinetic muscle testing of the knees** performed by a Physical Therapist or other person with extensive experience with muscle testing.
- O) **Patellar cine-MRI** to evaluate patellar tracking with reading by Radiologist.
- P) **“As Needed” Physical Examination**: This will be a partial and directed examination to address job-relevant concerns elicited during the history. For example, an applicant with a recent history of carpal tunnel problems would need a wrist examination. Someone with a recent history of back problems would need a back examination. Full details and guidance regarding when examinations are warranted will be provided in the CPG.
- Q) **DL51 form, reissue form and card**: This may occur when minor problems such as blood pressure or glucosuria are corrected.
- R) **Jamar dynamometer**: testing of grip in both hands for three repetitions.
- S) **Phlebotomy service**: Costs must be included with the Contractor's bids for various blood tests as this is not a line item in the Rate Sheets.

7.2 **PERIODIC/INCUMBENT TESTING PROTOCOLS AND SPECIALIZED TESTS**

Operating Departments will request that employees be tested in one or more of the various programs listed below. It should be noted that some of the protocols for these programs will require that the contractor obtain baseline medical information from OHP before the testing is conducted or interpreted.

Physical Examinations:

For each examination type, the protocols below specify the minimum required physical examination components that must be completed by a physician (unless otherwise noted). When the examining physician is directed to include various components of a "Complete" examination, reference shall be made to the County's specifications described in the Pre-placement section of the CPG.

Work Fitness Assessments and Communications:

For each examination type described below, the contract physician will perform a work fitness "triage" as specified in the OHP CPG. The results of this triage must be communicated in writing to the operating department, OHP, and the employee within ten (10) business days following the examination date (unless studies must be interpreted by a cardiologist or radiologist, in which case fifteen (15) business days are allowed). However, the one exception is that work restrictions (Group 3 triage) must be faxed immediately to the operating department and OHP.

When employees are restricted, the employee's medical records must be faxed to OHP with the duty slip. However, the Contractor is responsible for ensuring that no confidential medical information is provided to the operating department. Departments should only be given information regarding work status and any information required for Cal/OSHA reporting purposes.

Medical Referral Assessment and Communications:

For each examination type described below, the contract physician will also be responsible for assessing whether the employee needs to seek further medical care from their health care provider. This assessment shall be consistent with the standards of care in the community. In limited cases, these "standards" are discussed in the CPG, but for the most part, the contract physician is expected to make advisements that are consistent with national consensus guidelines. These would include, but are not limited to, those from the National Cholesterol Education Program and Joint National Committee (blood pressure). A letter which clearly communicates the nature of medical condition and the urgency for follow-up (if any) must be sent to the employee in a timely fashion as may be appropriate to the urgency of the condition, but in no case later than 10 business days following the examination date (unless studies must be interpreted by a cardiologist or radiologist, in which case 15 business days are allowed). Additionally, the contract physician should also personally speak to the employee when the condition of concern is quite serious or the potential for a letter to be lost in the mail is not acceptable. Any oral advisements must be documented in the doctor's clinical note.

Medical Record Disposition:

The contractor shall deliver to the OHP or postmark original medical records including all correspondence within ten (10) business days following the examination date, unless studies must be interpreted by a cardiologist or radiologist, in which case fifteen (15) business days are allowed. OHP is to receive original records except for the DMV DL51

form and Medical Certificate (originals to the employee with copies to OHP). Regarding disposition of radiographs, see Section 2.12 above.

The components for each of the County's testing protocols are described below. Additional information regarding the County's expectations for the contract physician for each exam type is described in the CPG.

7.2.1 Hearing Conservation Evaluation

- a) Prior to date of testing: Obtain baseline audiometric data from OHP. Any cost associated with this contact telephone call is not to be charged separately, but already included in the exam category/package price.
- b) Audiometry (testing at 500, 1000, 2000, 3000, 4000, and 6000 Hz) Administered by certified audiometric technician in accordance with Cal/OSHA Sec. 5097.
- c) Determination of the presence of Cal/OSHA STS in each ear per Section 5097(d)(8) after correction for aging.
- d) Medical History: If the examinee is found to have a new STS, the physician or certified hearing conservationist will take a brief otologic history. This history will include discussion of the employee's current use of hearing protection to include type and frequency of use.
- e) Physical Examination: If the examinee is found to have a new STS or symptoms referable to the ear, the physician or certified hearing conservationist will perform an otologic examination.

7.2.2 Asbestos Medical Evaluation

NOTE: Based on Cal/OSHA criteria, an asbestos exam may include 0-3 chest radiographs. Proposers should not include radiographic charges in bidding on this package, but rather price this service separately (see rate sheets). However, Proposers should include in the bid price the cost of contacting OHP to obtain the information needed to determine the number of radiographs required.

- a) Height/Weight
- b) Spirometry performed by someone who has completed a training course sponsored by an academic or professional institution.
- c) Medical History: Review of a OSHA-required history form with the employee by a physician.
- d) Physical Examination: Must include the respiratory, cardiac, and abdominal components of a "Complete" examination.

7.2.3 Clandestine Laboratory Enforcement Program (Sheriff's Department)

- a) Blood Pressure & Pulse

- b) Height/Weight
- c) Spirometry
- d) Blood Panel to include the following:

| | | |
|-----------|---------------|----------------------|
| Bilirubin | Total Protein | Albumin |
| Globulin | Glucose | A/G Ratio |
| BUN | Creatinine | Alkaline Phosphatase |
| GGTP | SGPT (ALT) | SGOT (AST) |
- e) Medical History: Physician review of an OHP-provided history form with employee.
- f) Physical Examination: Must include the ENT, respiratory, cardiac, and abdominal components of a "Complete" examination.

7.2.4 S.C.U.B.A.

- a) Blood Pressure & Pulse
- b) Height/Weight
- c) Spirometry
- d) Audiogram (testing at 500, 1000, 2000, 3000, 4000, 6000, and 8000 Hz)
- e) If initial evaluation: Chest X-ray (PA and lateral views)
- f) Complete Blood Count
- g) Complete Urinalysis
- h) EKG with interpretation by a Cardiologist unless computerized interpretation is normal or non-significant per the CPG
- i) If age 40 or more: Cardiac Stress Testing (CST): Treadmill testing by Bruce Protocol with reading of tracing by cardiologist
- j) Medical History: Physician review of an OHP-provided history form with the employee
- k) Physical Examination: Must include the ENT, respiratory, cardiac, neuro, GU, and abdominal components of a "Complete" examination. Additionally, must include insufflation of the tympanic membranes.

7.2.5 Commercial Driver's License (DMV)

- a) Dipstick urinalysis for glucose, protein, blood, and specific gravity
- b) Height/Weight

- c) Vital signs (to include blood pressure, pulse rate and rhythm)
- d) Vision testing (Titmus): Corrected and uncorrected distance acuity O.U., O.S., O.D.; Color vision testing with Titmus slide SCI-1 (signal lights); Peripheral Vision
- e) Forced Whisper test at 5 feet in each ear
- f) Medical History: Review of DMV form DL 51 (Medical Examination Report) by physician. Positive responses of relevance to the safe and effective performance of driving must be fully elaborated by discussion with examinee, and must be properly documented on DMV form DL51.
- g) Physical Examination: "Complete" except for Safety components

7.2.6 Sheriff Bicycle Patrol

- a) Blood Pressure & Pulse.
- b) Spirometry.
- c) EKG with interpretation by a Cardiologist unless computerized interpretation is normal or non-significant per the CPG.
- d) If age 40 or more, Cardiac Stress Testing (CST): Treadmill testing by Bruce Protocol with reading of tracing by cardiologist.
- e) Medical History: Physician will review with the examinee an OHP-provided history form.
- f) Physical Examination: Must include the respiratory, cardiac, neuro, and musculo-skeletal (non-safety) components of a "complete" examination.

7.2.7 Crane Operator

- a) Dipstick urinalysis for glucose, protein, blood, and specific gravity.
- b) Height/Weight.
- c) Urine collection which complies with the OHP Manual of Policies and Procedures for drug testing.
- d) Laboratory analysis of urine for non-DOT County drug panel.
- e) Vital signs (blood pressure, pulse rate and rhythm).
- f) Vision testing (Titmus): Corrected and uncorrected distance acuity O.U., O.S., O.D., Peripheral Vision.
- g) Forced whisper test at five feet in each ear.

- h) Medical History: Review of DMV form DL 51 (Medical Examination Report) by physician. Positive responses of relevance to the safe and effective performance of crane operation must be fully elaborated by discussion with examinee.
- i) Physical Examination: "Complete" except for Safety components

7.2.8(a) Fire Department Wellness Evaluation

This examination shall consist of a core protocol, authorized reflexive components, and such additional medical examination components as requested by the employee from a list of optional examination components. Clinics offering this evaluation must be able to provide all of the Core and Optional components at one geographic location. Because examinees are participating in this examination on County time the contractor shall make every effort to expedite the examination and should not exceed four (4) hours except in unusual situations. Additionally, clinics offering this evaluation must be associated with a clinical laboratory that offers a network of collection facilities at which the employee can obtain (at his/her option) phlebotomy services prior to the date of the evaluation.

In certain cases, it may be necessary for the Contractor to request prior test results before making a work-fitness, or medical referral assessment, or counseling the employee regarding his/her physical fitness. This would include prior PSA results for computation of PSA velocity and prior treadmill tracings in employees who have a history of false-positive results. Prior results will be provided by OHP upon request of contractor. Proposers should include in the bid price the cost of contacting OHP to obtain information.

Additionally, the County may request providers of Wellness medicals to enter clinical testing data into County provided software. Therefore, Proposers should include any associated costs in their bid price.

1) Core Exam Content:

- a) Measurement of height, weight, and waist.
- b) Body fat using Durnin caliper method.
- c) Measurement of blood pressure.
- d) Urinalysis: Dipstick for pH, glucose, ketones, protein, bilirubin, and blood.
- e) Audiometry: testing at 500, 1000, 2000, 3000, 4000, 6000, 8000Hz.
- f) Vision testing (Titmus): Uncorrected and corrected distance acuity O.U., O.S., O.D.; Corrected near vision O.U.; Peripheral vision.

g) **Blood Panel:**

| | |
|--|-----------------|
| Complete Blood Count with differential | SGPT(ALT) |
| Total Protein | Albumin |
| Globulin | Total Bilirubin |
| Glucose | A/G Ratio |
| BUN | Cholesterol |
| Potassium | HDL |
| Creatinine | LDL |
| Alkaline Phosphatase | Triglycerides |
| Cholesterol/HDL ratio | SGOT(AST) |
| PSA, total (males age 50 or more) | |

h) EKG with interpretation by a Cardiologist unless computerized interpretation is normal or non-significant per the CPG.

i) Spirometry.

J) **Tests of Strength and Flexibility:**

Technicians administering these tests must meet one of the three qualifications specified in this Statement of Work, Subsection 3.1.4 (h). The following tests will be administered:

- Hand Grip Strength using the Jamar dynamometer with three trials each side
- Leg Strength using either a Jackson Strength Evaluation System or equivalent system. A V-grip handlebar is required. Three trials will be performed.
- Arm Strength using either a Jackson Strength Evaluation System or equivalent system. A straight grip handlebar is required. Three trials will be performed.
- Push-Up Evaluation which requires the use of a metronome, stopwatch, and 2 minutes of time.
- Curl-Up Muscle Endurance which requires a gym mat and 3 minutes of time.
- Sit and Reach Flexibility Evaluation using a Novel Acuflex I or equivalent trunk flexibility tester with three trials.

k) **Medical History:** Physician review of a County-provided history form with the employee.

l) **Physical Examination:** "Complete" examination (excluding Safety components), with the addition of testicular exam, digital rectal examination, and fecal occult blood for men, and breast examination for women.

- m) **Physical Fitness Counseling:** The Contractor shall provide counseling regarding the employee's physical fitness (i.e., strength, endurance, flexibility, and aerobic capacity) in relation to that necessary for the effective performance of firefighter duties. Counseling regarding improvements and/or recommendations regarding injury risk reduction shall be done by an exercise physiologist, physical therapist, physician, or other qualified health care professional who is capable of applying the American College of Sport's Medicine's recommendations for exercise prescription.
 - n) **Written Communication:** Written communication to the employee shall include duty status (per the CPG), recommendations for medical follow-up, a written summary of any recommendations regarding improvements in physical fitness to reduce the risk of injury, and the results of the following tests: serum glucose, total cholesterol, HDL, LDL, triglycerides, total cholesterol/HDL ratio. The general format of this communication must be approved by OHP. In the future, OHP, in conjunction with the Fire Department, may develop a set of uniform discharge instructions which would have to be used by the Contractor.
- 2) **Cardiac Stress Testing (CST):**
Treadmill testing by the Gerkin Protocol with reading by a Cardiologist. Supervising physician must be in the immediate vicinity and able to respond to direct voice contact.
- 3) **Reflexive Components**
- Microscopic urinalysis if dipstick is positive for blood, bilirubin, or protein
 - HCV and Hepatitis B antigen for new onset of elevated liver enzymes
 - Chest radiograph if not done in the last three years
- 4) **Optional Components**
- For males: PSA (age 40-49 or if warranted by history)
- For females: Mammogram if age 40 or older
 PAP smear

7.2.8(b) Firefighter Commercial Driver's License (if done concurrently with Wellness Evaluation)

- a) Dipstick urinalysis for specific gravity
- b) Signal lights (Color vision testing with Titmus SCI-1 slide)

- c) Medical History: Review of DMV form DL 51 (Medical Examination Report) by physician. Positive responses of relevance to the safe and effective performance of driving must be fully elaborated by discussion with examinee, and must be properly documented on DMV form DL51.

7.2.8 (c) Firefighter Hazmat Evaluation (if done concurrently with Wellness Evaluation)

There are no clinical test components. However, the physician must perform a work fitness triage as specified in the CPG.

7.2.9 Hazmat Medical Evaluation (not done concurrently with Wellness)

- a) Blood Pressure & Pulse
- b) Height/Weight
- c) Spirometry
- d) Dipstick urinalysis for glucose, protein, blood
- e) Complete Blood Count with differential
- f) Blood Panel to include the following:

| | | |
|-------------------|---------------|----------------------|
| Bilirubin (Total) | Total Protein | Albumin |
| Globulin | Glucose | A/G Ratio |
| BUN | Creatinine | Alkaline Phosphatase |
| GGTP | SGPT (ALT) | SGOT (AST) |
- g) Medical History: Physician review of a OHP-provided history form with employee
- h) Physical Examination: Must include the ENT, respiratory, cardiac, and abdominal components of a "complete" examination

7.2.10 Executive Medical Evaluation

This examination shall only be ordered for County executives by the County Project Director or County Project Manager and shall consist of a core protocol and such additional medical examination components as requested by the executive from among the list of optional examination components. Clinics offering this evaluation must be able to provide all of the Core components, and all Optional components with possibly one or two exceptions that are provided by existing agreements or arrangement with other providers. Additionally, Clinics offering this evaluation must be associated with a clinical laboratory that offers a network of collection facilities at which the employee can obtain (at his/her option) phlebotomy services prior to the date of the evaluation.

a) **Core Protocol:**

- 1) Height/Weight
- 2) Waist
- 3) Body Fat using Durnin caliper method.
- 4) Dipstick urinalysis for glucose, protein, and blood
- 5) Vital signs measurement (to include blood pressure, pulse rate and rhythm)
- 6) Vision testing: Corrected and uncorrected distance acuity O.U. Corrected near vision O.U.
- 7) Audiometry (testing at 500, 1000, 2000, 3000, 4000, 6000, and 8000 Hz)
- 8) Spirometry
- 9) EKG with interpretation by a Cardiologist unless computerized interpretation is normal
- 10) Complete Blood Count with differential
- 11) Blood Panel to include the following:

| | | |
|-----------------------|--------------|------------|
| Total Bilirubin | SGOT(AST) | SGPT(ALT) |
| Total Protein | Albumin | Globulin |
| GGTP | CRP | Glucose |
| BUN | Cholesterol | A/G Ratio |
| Hemoglobin A1c | HDL | Creatinine |
| Alkaline Phosphatase | Triglyceride | LDL |
| Cholesterol/HDL ratio | | |

- 12) Review with the employee of OHP-provided information regarding the advisability of the various optional components.
- 13) Medical History: Review of a OHP-provided history form with the employee by a physician. Interview shall include appropriate counseling regarding current medical conditions and risk factors for future disease.
- 14) Physical Examination: "Complete" examination except for Safety components

b) **Optional Components:**

- Chest radiograph (one PA view) with reading by radiologist
- Cardiac Stress Testing Treadmill testing by Bruce Protocol with reading of tracing by Cardiologist
- Hemmocult Slide Test

- Flexible Sigmoidoscopy
- PSA, total
- Mammogram
- PAP Smear
- Bone Density Testing (requires OHP approval)
- Hand Grip Strength using the Jamar dynamometer with three trials each side
- Leg Strength using either a Jackson Strength Evaluation System or equivalent system. A V-grip handlebar is required. Three trials will be performed.
- Arm Strength using either a Jackson Strength Evaluation System or equivalent system. A straight grip handlebar is required. Three trials will be performed.
- Push-Up Evaluation which requires the use of a metronome, stopwatch, and 2 minutes of time
- Curl-Up Muscle Endurance which requires a gym mat and 3 minutes of time
- Sit and Reach Flexibility Evaluation using a Novel Acuflex I or equivalent trunk flexibility tester with three trials.
- Full body CT Scan (requires OHP approval)
- Coronary calcium study

7.2.11 FBI Bomb School

- a) Blood Pressure & Pulse (sitting)
- b) Audiogram (testing at 500, 1000, 2000, 3000, 4000, 6000, and 8000 Hz)
- c) Height/Weight
- d) Body fat by calipers
- e) Dipstick urinalysis for glucose, blood, specific gravity
- f) Microscopic urinalysis
- g) PPD (Chest radiograph if current or past PPD+)
- h) EKG with interpretation by a Cardiologist unless computerized interpretation is normal or non-significant per CPG
- i) Vision (Titmus): Corrected and Uncorrected Vision (OS, OD), Corrected Near Vision, Color vision (Isochromatic plates test or Titmus Slide SCD-1)
- j) Medical History: Review of federally mandated medical history form (SF-93) and Respirator questionnaire by physician. Positive responses of relevance to working on a bomb squad (see OHP Clinical Practice Guidelines) must be fully elaborated by discussion with examinee.
- k) Physical Examination: "Complete" examination except Safety components with completion of federal form SF-88.

- l) Medical Record Disposition: Originals of SF-93, SF-88, Hazardous Devices School Physical Capacities Form,” and Respirator questionnaire shall be sent to the employee if the employee is triaged into “Group 1” per CPG. If so, send copies to OHP.

7.2.12 Title V Annual

This is a federally mandated annual work-fitness evaluation for enrollees in this employment program for seniors and the disabled.

- a) Blood Pressure & Pulse
- b) Vision: Corrected Vision (OS, OD); Near Vision
- c) Medical History: Review of an OHP-provided medical history form that focuses primarily on the enrollees’ ability to perform current job duties.
- d) Physical Examination: Must include the respiratory, and cardiac components of a “Complete” examination as well as any other components clinically indicated by history
- e) Medical Record Disposition: Contractor shall retain originals subject to inspection by OHP staff. No copies need be sent to OHP or to the Department, except for work restrictions. The Department receives clearance information only.

7.2.13 Confined Space Work Fitness Evaluation

- a) Blood Pressure & Pulse.
- b) Forced whisper test at five feet in each ear.
- c) Medical History: Review of an OHP-provided medical history form that focuses on the employee’s potential for sudden loss of consciousness in an oxygen-deficient environment and the ability to perform or assist in a confined space rescue.
- d) Physical Examination: “As needed”. This will be a partial and directed examination to address job-relevant concerns (see CPG) elicited during the history. [Proposer’s shall not include this component in their bid price; ancillary billing will be permitted when examinations are performed.]

7.2.14 Respirator Medical Evaluation

This consists of a review of a Cal/OSHA respirator medical history form to determine if there are any medical conditions that may interfere with the use of a respirator.

7.2.15 Pesticide Monitoring

Plasma and RBC Cholinesterase with comparison to baseline values.

7.2.16 Lead

Blood Lead

7.2.17 Return to Work Evaluation

- a) Medical History: The contract physician must take an appropriate history based on the nature of the employee's medical condition, review of whatever records the employee brings to the evaluation, and the demands of the employee's position.
- b) Physical Examination: "As needed". When a partial physical examination could verify recovery or current functional ability, this must be performed. [Proposers shall not include this component in their bid price; ancillary billing will be permitted when examinations are performed.]
- c) Communications: Duty status per the CPG must be communicated in writing to the requesting department on the same day of the evaluation. OHP staff must be consulted by phone while client is at clinic if the CPG indicate OHP consultation is required.

7.2.18 Miscellaneous Periodic & Incumbent Testing Procedures("a la carte"):

Exercise Challenge Testing (ECT): Treadmill testing using Bruce Protocol with one pre-run spirogram and spiograms at 5, 10 and 20 minutes post-treadmill. Applicant must complete Stage IV. No EKG tracing done. OHP will interpret results.

Radiographic study: Cost of reading by Board-Certified Radiologist per study. A study consists of all of the radiographs taken of a single body part

Asbestos Radiographic study: Cost of reading a one or three view chest study by Board-Certified Radiologist who is "B" certified.

DL51 form, reissue form and card: The examining doctor must complete new "originals."

Reasonable Suspicion Non-D.O.T. urine collection and drug testing: The County's current reasonable suspicion panel consists of ten substances: amphetamines, opiates, barbiturates, benzodiazepines, cocaine, methadone, methaqualone, PCP, THC, and urine alcohol. See the CPG for details regarding collection procedures and analytical cutpoints. Pricing should include GC/MS confirmation and 6-acetylmorphine when needed. Note that these differ substantially from those required under Federal D.O.T. regulations. Analysis must be done at one of the six laboratories specified above in section 2.5.

Random/Scheduled Non-D.O.T. urine collection and drug testing: The County's current panel for use in our random program (Fire trainees) and for scheduled testing (Crane Operators) consists of nine substances: amphetamines, opiates, barbiturates, benzodiazepines, cocaine, methadone,

methaqualone, PCP, and THC. See the CPG for details regarding collection procedures and analytical cutpoints. Pricing should include GC/MS confirmation and 6-acetylmorphine when needed. Note that these differ substantially from those required under Federal D.O.T. regulations. Analysis must be done at one of the six laboratories specified above in section 2.5.

Medical Review Officer services (non-D.O.T.): OHP staff usually provide M.R.O. review. However, we may wish the contractor to provide this service upon occasion. While our testing is non-D.O.T., the contractor's M.R.O. must be currently certified by a national organization to perform M.R.O. services under federal D.O.T. regulations. Note also that under the County's current policies (see CPG), physicians providing M.R.O. services for applicants who are currently County employees must meet with the employee and determine whether drug treatment/rehabilitation is needed.

Breath Alcohol: The County is not currently testing breath alcohol. However, it may elect to do so in the future. Therefore, the County is requesting cost proposals for this service, to be provided by personnel who have received qualification training meeting the requirements of 49 CFR Part 40 Subpart J § 40.213 (Procedures for Transportation Workplace Drug and Alcohol Testing Programs).

8.0 QUALITY OF WORK PERFORMANCE REQUIREMENTS SUMMARY

All listings of services used in the Performance Requirements Summary Chart (PRS), as shown at the end of this Section 8.0, are intended to be completely consistent with the Contract, the CPG, and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Master Agreement, the CPG, and the SOW and this PRS, the meaning apparent in the Contract, the CPG, and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Master Agreement, the CPG, and the SOW, that apparent service will be null and void and place no requirement on Contractor.

When the Contractor's performance does not conform with the requirements of this Master Agreement, the County will have the option to apply the following non-performance remedies:

- Require Contractor to implement a formal corrective action plan subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Report to County departments, unacceptable levels of performance. Change Contractor's status to "no referral/no payment", reduce or cancel this Master Agreement for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within the timeline specified by the County shall constitute authorization for the County to have the service(s) performed by others.

- This section does not preclude the County's right to terminate the contract as provided for in the Master Agreement, Sub-paragraph 8.41, "Termination for Convenience" or Sub-paragraph 8.42, "Termination for Default."

8.1 Introduction

County or its authorized representative shall have the right at all times to monitor and inspect Contractor's performance under this Master Agreement. This Section 8.0 sets forth the performance requirements that will apply to Contractor's service hereunder. The charts at the end of this Section 8.0 indicate the major service indicators, performance standards, the acceptable quality level, and the County's methods of monitoring. The major performance indicators are not all-inclusive.

The County expects a high standard of Contractor performance under this Master Agreement. Contractor shall provide County or its authorized representative reasonable access at all times during Contractor's normal business hours for the purpose of monitoring and inspecting Contractor's services hereunder. The County's Project Director or designee will make every effort to work with the Contractor to resolve any areas of difficulty. However, it is the Contractor's responsibility to satisfactorily provide all the services in the Scope of Work and adhere to all requirements in the Master Agreement.

8.2 Quality of Work Performance Requirements Summary Charts

The Quality of Work Performance Summary Charts at the end of this Technical Exhibit:

- List some of the services considered important to acceptable contract performance
- Show some of the service indicators for each such service
- Define the standard of performance for each such service
- Show the principal quality assurance method(s) the County will use to monitor and evaluate the Contractor's performance.
- Indicate the penalty for failure to provide acceptable services

The County reserves the right to monitor any other aspect of the Contractor's performance and to modify the information contained the Charts including addition or deletion of performance indicators and the penalties for failure to provide acceptable services.

8.3 Contract Discrepancy Report

County retains the right to establish levels of acceptable and unacceptable performance as specified in the Quality of Work Performance Summary Charts. When Contractor performance is deemed to be unacceptable by the County's Project Director or designee, the County's Project Director or designee may issue a Contract Discrepancy Report (CDR) and may initiate actions up to and including termination for default in accordance with Section 8.42, "Termination for Default," of this Master Agreement. The CDR will include an assessment of points the Contractor has been assigned denoting the level of the violation. The CDR requires the Contractor to explain in writing how performance will be returned to an acceptable level, and how recurrence of the problem will be prevented.

Notwithstanding a determination of unsatisfactory service performance, the Contractor shall, as soon as possible, remedy any and all deficiencies in the provision of services and, as deemed possible or permitted by the County's Project Director or designee, perform such services again at an acceptable level. The County's Project Director or designee shall evaluate the Contractor's explanation on the CDR, and if the County's Project Director or designee determines, in his/her sole discretion, that the particular defective performance for the particular service was caused by accident, strike, or similar occurrence beyond the control and without the fault or negligence of the Contractor, then the County's Project Director or designee may decline such performance as defective.

8.4 Unsatisfactory Performance

Contractors shall accrue discrepancy points for failure to provide acceptable service as described below in the PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART. Due to the nature of providing the various services requested, it is expected that all Contractors will be assigned discrepancy points from time-to-time. However, the Contractor's overall performance will not be considered unsatisfactory unless the number of discrepancy points accumulated over a 6 month period exceeds the number of examinations performed during this same period of time (i.e., the ratio of points/examinations exceeds 1.0). This ratio will be calculated separately by examination type (i.e., Basic pre-employments, General pre-employments, Safety pre-employments, Wellness/Executive, Periodic/Return-to-Duty). For example, if a clinic performs 325 General pre-placement evaluations over a 6 months period, their point total generated from doing General pre-placement exams must not exceed 325.

Once a Contractor is notified by the County's Project Director that their point total has exceeded the acceptable performance standard, the County's Project Director will also advise the Contractor of the length of time the Contractor will have to remedy the problem(s). During this period, the Contractor's activity status under this Master Agreement will change to one of "no referral/no payment" and the Contractor is barred from providing further service for the County from the date of notification until the County's Project Director, in his/her sole discretion, determines that the problem(s) have been cured. Should Contractor inadvertently receive a Work Order from a County Department during this period, payment will not be made for any service provided after the date County notified Contractor of pending termination for default. Any service(s) Contractor provides after the notification date will be considered a gratuitous effort on the part of the Contractor.

If significantly defective performance were to occur, the County reserves the right to pursue termination for default in accordance with Section 8.42, "Termination for Default," of this Master Agreement.

To provide the Contractors with a sufficient period to familiarize clinical staff with the medical examination requirements of the County contract, no discrepancy points will be assigned from January 10, 2006 through June 30, 2006 for such infractions indicated by an asterisk (*) in the chart below.

| SPECIFIC PERFORMANCE REFERENCE | SERVICE | MONITORING METHOD | PERFORMANCE STANDARD | PENALTY |
|---------------------------------------|---|-----------------------------------|---|---|
| 7.1.1 - Contractor's Project Manager | Contractor shall notify County Manager in writing of any change | Observation by County | Within one week | 1 discrepancy point per occurrence |
| 7.5 Confidentiality | Contractor shall maintain and shall have each employee sign confidentiality agreement | Observation by County | Submission of proof to County within one week of hire date | 1 discrepancy point per late agreement |
| 7.5 Confidentiality | Contractor shall ensure examinee confidentiality rights | Report to County | Contractor employees will not breach examinee confidentiality | 10-25 discrepancy points for verified violation of confidentiality |
| 8.37 Record Retention | Contractor shall maintain records in accordance with requirements | Observation by County | Contractor shall make records accessible to County immediately upon request | 10 discrepancy penalty points per record not immediately available |
| 8.5 User Complaints | Contractor shall develop and maintain procedures for receiving and responding to user complaint | Submission of procedure to County | Within 15 days after effective date of Agreement | No referral/no payment for breach up to and including termination for default per Section 8.42. |
| 8.23.1 Evidence of Insurance | Contractor shall maintain insurance as specified in Agreement | Submission of proof | Within 15 days of Agreement start date and yearly thereafter | No referral/no payment for breach up to and including termination for default per Section 8.42. |
| B-5.2 Information Requests | Invoices shall be in compliance with requirements of this Section | Observation by County | All Invoices shall contains all necessary information | 1 Discrepancy point per incomplete invoice |

| SPECIFIC PERFORMANCE REFERENCE | SERVICE | MONITORING METHOD | PERFORMANCE STANDARD | PENALTY |
|---------------------------------------|---|---|--|---|
| B-5.3 Submission of Invoices | Monthly by 15 th of month following calendar month of service | Observation by County | Invoices received by due date | 1 Discrepancy point per late invoice. |
| B-4.0 Delivery of records | In accordance with specific requirements for each exam type | Observation by County | Medical records postmarked or delivered by due date. Records will have all test results and copy of County work order. | 1 Discrepancy point per late or incomplete medical record. |
| B-7.0 Quality Control | Contractor shall develop plan in accordance with requirements of this section | Submission of proof | Plan submitted at time of Agreement approval and record of all actions taken by contractor in accordance with plan, given to County immediately upon request | No referral/no payment for breach up to and including termination for default per Section 8.42. |
| 2.2 Staffing/Licensing | Contractor shall continue to provide through the life of the contract professional staffing at the level of training and expertise presented in their Proposal. | Proof of licenses, etc., submitted by Contractor upon request by County; observation of signatures on records by County; County contact with State licensing agencies | Contractor shall notify OHP if any licensed or procedure-certified staff member or sub-contractor who the Contractor proposes to use to provide services to the County is no longer employed or subcontracted by the Contractor. Additionally, the Contractor will notify OHP if any of these professionals lose or fail to maintain their licenses or certifications, or if any are subject to professional censure or malpractice awards. Notification to OHP must be made in writing within 10 business days of the Contractor's knowledge of any action described above. | No referral/no payment for breach up to and including termination for default per Section 8.42. |
| 2.6 Appointments | Timely scheduling of appointments | Observation by County | Appointment times provided within 10 calendar days of request | 1 Discrepancy point per Appointment not provided in specified time period |
| 2.6 Appointments | Efficient processing of clients | Observation by County | Waiting times for clients will not exceed one hour from the appointment time | 1 Discrepancy point per client who has to wait more than one hour for service |

| SPECIFIC PERFORMANCE REFERENCE | SERVICE | MONITORING METHOD | PERFORMANCE STANDARD | PENALTY |
|---------------------------------------|--|---|--|--|
| 2.11.2 Delivery of records | Original records will be accompanied by an electronic summary | Observation by County | Each delivery shall include a spreadsheet (Microsoft Excel) which includes the information as specified above in section 2.11.2. This spreadsheet must either accompany the delivery in disc form, or be e-mailed to OHP no later than the date of deliver | *1 Discrepancy point per delivery with missing or incomplete spreadsheet |
| 2.13 Quality of the Record | Creating legible records | Observation by County | Written notes are sufficiently legible such that the County's Medical Director can adequately read the note without the assistance from the contractor's staff. | 1 Discrepancy point per record that is illegible |
| 3.1 Staffing | Contractor shall provide sufficient staff to meet minimum requirements of contract | Proof of licenses, etc., submitted by Contractor upon request by County | Contractor shall notify the County immediately if a staffing loss (even on a temporary basis) results in staffing below minimum requirements. | No referral/no payment for breach up to and including termination for default per Section 8.42 |
| Pre-Placement Medical Evaluation | Performs services as directed by the SOW, the latest version of Matrix and/or CPG | Observation by County | Testing protocols will not omit components required by the SOW and the latest version of the Matrix, and invoices will not include charges for components not authorized by the SOW, Matrix or CPG | 1 Discrepancy points per incomplete examination; no payment for non-authorized testing |

MEDICAL EXAMINATION REQUIREMENTS

| SPECIFIC PERFORMANCE REFERENCE | SERVICE | MONITORING METHOD | PERFORMANCE STANDARD | PENALTY |
|--|---|--------------------------|---|---|
| Pre-Placement Medical Evaluation | Takes adequate medical history | Observation by County | Medical history has sufficient detail such that County staff will not have to do any further questioning of the applicant. | *2 Discrepancy points per inadequate history |
| Pre-Placement Medical Evaluation and Periodics | Takes adequate medical history | Observation by County | When there are no affirmative responses on the medical questionnaire, the examining physician will inquire regarding the last visit to a health care provider and use of over-the-counter medications | *1 Discrepancy point per failure to make required inquiries |
| Pre-Placement Medical Evaluation and Periodics | Takes adequate medical history | Observation by County | The examining physician must make appropriate inquiries regarding any clinical testing data that is out-of-range | * 1 Discrepancy point per failure to make required inquiries |
| Pre-Placement Medical Evaluation | Physician takes an appropriate history when certain applicants report use of contact lenses or refractive surgery | Observation by County | The questions specified in the CPG must be asked and the answers properly recorded if the applicant is applying for a position that involves firefighting, police work, or lifeguarding | *1 Discrepancy point per failure to obtain necessary history |
| Pre-Placement Medical Evaluation | Performs adequate physical examination | Observation by County | “As Needed” examinations are performed when there is either an affirmative responses to the medical questionnaire or an abnormal clinical test, <u>and</u> a nexus between the condition, symptom, or finding and the goals of the pre-placement evaluation | *1 Discrepancy point per unnecessary or omitted examination |
| Pre-Placement Medical Evaluation (Basic and General) | Performs adequate physical examination | Observation by County | “As Needed” examinations include at least the minimum components that are specified in the CPG. The results of all components performed must be written by physician. | *Non-payment for an “As Needed” exam that is incomplete |
| Pre-Placement Medical Evaluation and Periodics | Properly records results of physical examination | Observation by County | Any positive or negative findings that are pertinent to the evaluation of a medical condition or clinical test finding (including all negative and positive findings related to an “As Needed” exam), must be recorded in full detail. | *1 Discrepancy point per incomplete examination documentation |

MEDICAL EXAMINATION REQUIREMENTS

| SPECIFIC PERFORMANCE REFERENCE | SERVICE | MONITORING METHOD | PERFORMANCE STANDARD | PENALTY |
|--|---|--------------------------|---|--|
| Pre-Placement Medical Evaluation (Basic Package) | Makes appropriate work fitness assessments | Observation by County | Properly triages applicants into three groups as directed by OHP CPG | *2 Discrepancy points per incorrect triage |
| Pre-Placement Medical Evaluation (Basic Package) | Makes appropriate and timely medical referral assessments | Observation by County | Appropriately advises applicants (in writing within 5 business days) to seek additional medical care when indicated by the standards of care in the community | 1 Discrepancy points per incident of failure to inform applicant in writing within 5 business days |
| Pre-Placement Medical Evaluation (Basic Package) | Communicates results to requesting Department | Observation by County | On the same day of the examination, the Contractor shall give the examinee a sealed envelope which contains a signed OHP clearance form regarding the employee's fitness for duty. | 1 Discrepancy point per failure to follow procedure |
| Pre-Placement Medical Evaluation (General & Safety Packages) | Communicates appropriately with applicant | Observation by County | The Contractor does not inform the applicant that he/she "passed," nor are notations to this effect entered onto the County's pink progress record | *1 Discrepancy point per inappropriate written or oral communication |
| Pre-Placement Medical Evaluation (General & Safety Packages) | Communicates appropriately with applicant | Observation by County | When applicant's weight exceeds both weight and the body fat standards (if applicable), the Contractor must hand the applicant written instructions regarding how much weight must be lost (per CPG) before the applicant leaves the Contractor's facility. | *1 Discrepancy point per failure to follow procedure properly |
| Pre-Placement Medical Evaluation (General & Safety Packages) | Makes appropriate and timely medical referral assessments | Observation by County | The Contractor will notify applicants as soon as possible if the standard of care in the community would warrant that a medical condition be further evaluated within 2 weeks. This notification may be done verbally, but must include a discussion of the possible consequences if the applicant fails to get timely follow-up. The date, time, and content of any verbal counseling must be fully documented on the County's pink sheet. | 1 Discrepancy point per omission or unreasonable delay in notification |

MEDICAL EXAMINATION REQUIREMENTS

| SPECIFIC PERFORMANCE REFERENCE | SERVICE | MONITORING METHOD | PERFORMANCE STANDARD | PENALTY |
|--|--|--------------------------|---|--|
| Pre-Placement Medical Evaluation (General and Safety Packages) | Physician orders reflexive tests as directed by CPG | Observation by County | Physicians must follow the requirements as indicated in the Table 1 in the CPG | *1 Discrepancy point per failure to order required test; non-payment for non-authorized test |
| Pre-Placement Medical Evaluation (General and Safety Packages) | The DMV form DL51 and the Medical Certificate are completed and signed appropriately | Observation by County | The physician is expected to be familiar with the medical guidelines that are issued by the State and are attached to the DL51 form | 1 Discrepancy point per failure to complete form or Certificate properly |
| Pre-Placement Medical Evaluation (General and Safety Packages) | Proper handling of forms | Observation by County | The contractor may not issue the original DL51 form or Certificate to the applicant. | *1 Discrepancy point per improper dispensing of form or Certificate |
| Pre-Placement Medical Evaluation (General and Safety Packages) | Urine collection for drug testing | Observation by County | Contractors staff shall use the protocol specified in the CPG | For second offense: No referral/no payment for breach up to and including termination for default per Section 8.42 |
| Pre-Placement Medical Evaluation (General and Safety Packages) | Color vision testing | Observation by County | Contractors staff shall use the protocol specified in the CPG for plate and D-15 testing | For second offense: No referral/no payment for breach up to and including termination for default per Section 8.42 |
| Pre-Placement Medical Evaluation (Safety Packages) | Clinical staff reflexively retest with different methods when indicated | Observation by County | Vision testing with appropriate wall chart and manual audiometry is performed when indicated. | *1 Discrepancy points per failure to appropriately retest |
| Pre-Placement Medical Evaluation (General and Safety Packages) | Far acuity testing | Observation by County | Contractors staff shall use the protocol specified in the CPG when wall chart testing is indicated | For second offense: No referral/no payment for breach up to and including termination for default per Section 8.42 |

MEDICAL EXAMINATION REQUIREMENTS

| SPECIFIC PERFORMANCE REFERENCE | SERVICE | MONITORING METHOD | PERFORMANCE STANDARD | PENALTY | |
|--|--------------------------------------|--------------------------|---|---|--------------|
| Pre-Placement & Periodic Medical Evaluations | Spirometric testing of lung function | Observation by County | At least three efforts are required. Additional efforts are required if the FEV1 and FVC values of the best two efforts differ by more than 5%. | 1 Discrepancy points per failure to retest an appropriate number of times | |
| Pre-Placement & Periodic Medical Evaluations | Spirometric testing of lung function | Observation by County | FVC values which are >150% predicted warrant that entries for age, race, and height, or the calibration be rechecked. These efforts to rule out potential errors must be documented on the spirogram if it is to be submitted to the County as valid. | *1 Discrepancy point per failure to document effort to explain non-physiologic results | |
| Pre-Placement & Periodic Medical Evaluations | Spirometric testing of lung function | Observation by County | All testing shall be done in standing position with tight fitting clothing loosened, chin elevated, and neck extended slightly. | For second offense: No referral/no payment for breach up to and including termination for default per Section 8.42. | |
| Pre-Placement & Periodic Medical Evaluations | Spirometric testing of lung function | Observation by County | The technician must always explain to the subject how the forced expiratory maneuver is performed, and then demonstrate the proper technique using a mouthpiece. | For second offense: No referral/no payment for breach up to and including termination for default per Section 8.42. | |
| Pre-Placement & Periodic Medical Evaluations | Spirometric testing of lung function | Observation by County | The technician must always actively and forcefully coach the subject as he or she performs the maneuver. Coaching must continue until the point at which the tracing becomes almost flat - an obvious plateau in the volume-time curve. | For second offense: No referral/no payment for breach up to and including termination for default per Section 8.42. | Obse Cour |
| Pre-Placement Medical Evaluation (General and Safety Packages) | Spirometric testing of lung function | Observation by County | After each maneuver, the technician must let the subject relax for a few minutes. | For second offense: No referral/no payment for breach up to and including termination for default per Section 8.42. | |

MEDICAL EXAMINATION REQUIREMENTS

| SPECIFIC PERFORMANCE REFERENCE | SERVICE | MONITORING METHOD | PERFORMANCE STANDARD | PENALTY |
|--|---|--------------------------|--|---|
| Pre-Placement Medical Evaluation (Safety Packages) | Measurement of body fat | Observation by County | Contractors staff shall use the protocol specified in the CPG | For second offense: No referral/no payment for breach up to and including termination for default per Section 8.42. |
| Pre-Placement & Periodic Medical Evaluations | Review of ECG's by a Cardiologist as indicated in CPG | Observation by County | All ECG's must be read by a cardiologist unless a computerized interpretation indicates that the tracing is normal or has insignificant findings per CPG | 1 Discrepancy point per failure to have Cardiologist read ECG |
| Periodic Testing Packages | Performs services as directed by the SOW | Observation by County | Testing protocols will not omit components required by the SOW (unless employee declines a test component and this is documented in the physician's notes), and invoices will not include charges for components not authorized by the SOW | 1 Discrepancy points per incomplete examination; no payment for non-authorized testing |
| Periodic Testing Packages | Takes adequate medical history | Observation by County | All conditions which have relevance to a work fitness assessment must be fully elaborated by the examining physician. At a minimum, these include any condition listed in the triage guidance provided for each exam type in the CPG | *1 Discrepancy points per inadequate history |
| Periodic Testing Packages | Communicates results to requesting Department | Observation by County | Duty status shall be sent within 10 business days (15 days if there is cardiology or radiology interpretations) | 1 Discrepancy point per late day |
| Periodic Testing Packages | Communicates results to requesting Department and OHP | Observation by County | Restrictions are faxed immediately after being written by contract physician to requesting Department and OHP | 1 Discrepancy point per late day |

MEDICAL EXAMINATION REQUIREMENTS

| SPECIFIC PERFORMANCE REFERENCE | SERVICE | MONITORING METHOD | PERFORMANCE STANDARD | PENALTY |
|--|---|--------------------------|--|---|
| Periodic Testing Packages | Makes appropriate work fitness assessments | Observation by County | Properly triages applicants into three groups as directed by OHP CPG | *1 Discrepancy points per incorrect triage |
| Periodic Testing Packages | Makes appropriate work fitness assessments | Observation by County | Assigns restrictions as directed by OHP CPG | *1 Discrepancy points per error |
| Periodic Testing Packages | Makes appropriate medical referral assessments | Observation by County | Appropriately advises employee to seek additional medical care when indicated by the standards of care in the community. | 1 Discrepancy points per incident of failure to inform applicant in writing |
| Periodic Testing Packages | Makes timely medical referral assessments | Observation by County | Advisements must be done in a timely fashion as may be appropriate to the urgency of the condition, and in all cases, written communications to the employee shall be made within 10 business days (15 days if there is cardiology or radiology interpretations) | 1 Discrepancy points per incident of failure to inform applicant in a timely fashion |
| Periodic Testing Packages: A la Carte procedures | Urine collection for drug testing on Crane Operators and for reasonable suspicion | Observation by County | Contractors staff shall use the protocol specified in the CPG | For second offense: No referral/no payment for breach up to and including termination for default per Section 8.42. |
| Periodic Testing Packages: Hearing Conservation | Performs otologic examination when indicated | Observation by County | If the examinee is found to have a new STS, the physician or certified hearing conservationist will perform an otologic examination. | 1 Discrepancy point per omission |

MEDICAL EXAMINATION REQUIREMENTS

| SPECIFIC PERFORMANCE REFERENCE | SERVICE | MONITORING METHOD | PERFORMANCE STANDARD | PENALTY |
|---|--|--------------------------|---|--|
| Periodic Testing Packages: Hearing Conservation | STS is calculated correctly | Observation by County | Contractor shall obtain baselines when needed from OHP, and determine the presence of a Cal/OSHA STS in each ear per Section 5097(d)(8) with correction for aging | 1 Discrepancy points per incorrect calculation |
| Periodic Testing Packages: Hearing Conservation | Advises the operating Department when an STS is recordable | Observation by County | An STS is recordable when the employee's average hearing loss at 2, 3, and 4 kHz is 25 dB or more (without age correction). | 1 Discrepancy point per failure to advise correctly |
| Periodic Testing Packages: Asbestos | Performs medical history | Observation by County | Contractor uses Cal/OSHA "initial" and "annual" history form appropriately | 1 Discrepancy point if annual form used for initial history |
| Periodic Testing Packages: Asbestos | Performs appropriate number of radiographs | Observation by County | Contractor will obtain necessary information to properly utilize Table 2 in Cal/OSHA section 1529 to determine the number of radiographs required by law | 1 Discrepancy point per radiograph omitted; non-payment for radiographs not required by law |
| Periodic Testing Packages: Asbestos | Written Communication to the operating Department | Observation by County | Letter to the operating Department includes all of the components specified in the CPG | *1 Discrepancy point per incomplete letter |
| Periodic Testing Packages: SCUBA | Performs all required clinical tests | Observation by County | Contractor obtains a 2-view chest x-ray if initial examination; obtains CST if employee is age 40 or more | *1 Discrepancy point per study omitted; non-payment for radiographs or CST's not specified by protocol |
| Periodic Testing Packages: DMV | Correctly completes required forms | Observation by County | DMV form DL51 and Medical Examiner's Certificate contain no omissions, white-out, incorrect dates, or other markings unacceptable to the DMV | 1 Discrepancy points per unacceptable form |

MEDICAL EXAMINATION REQUIREMENTS

| SPECIFIC PERFORMANCE REFERENCE | SERVICE | MONITORING METHOD | PERFORMANCE STANDARD | PENALTY |
|---|---|--------------------------|--|---|
| Periodic Testing Packages: DMV | Correctly completes required forms | Observation by County | Forms correctly indicate when an employee must be given only a one year clearance due to a medical condition | 1 Discrepancy point per failure to correctly limit certification |
| Periodic Testing Packages: DMV | Correctly completes required forms | Observation by County | Issues only a three-month certificate to drivers triaged into Group 2 (OHP review) | *1 Discrepancy point per failure to limit certification to three months |
| Periodic Testing Packages: DMV | Performs work fitness assessment per CPG | Observation by County | Denies certification of employee with hand or foot amputations and monocular vision unless driver's license shows DMV restrictions | 1 Discrepancy point per radiograph omitted; non-payment for radiographs not required by law |
| Periodic Testing Packages: Bicycle Patrol | Performs all required clinical tests | Observation by County | Contractor obtains CST if employee is age 40 or more | *1 Discrepancy point per CST omitted; non-payment for CST's not specified by protocol |
| Periodic Testing Packages: Fire Wellness | Completes testing protocol in a timely manner | Observation by County | Testing is completed within 4 hours of employee's appointment time | 1 Discrepancy point per examination not meeting standard |
| Periodic Testing Packages: Fire Wellness | Performs complete testing protocol | Observation by County | Obtains PSA test on males age 50 or more | *1 Discrepancy point per omission |
| Periodic Testing Packages: Fire Wellness | Performs all required clinical tests | Observation by County | Performs reflexive components as specified in the protocol | *1 Discrepancy point per omission |

MEDICAL EXAMINATION REQUIREMENTS

| SPECIFIC PERFORMANCE REFERENCE | SERVICE | MONITORING METHOD | PERFORMANCE STANDARD | PENALTY |
|---|--|--------------------------|--|---|
| Periodic Testing Packages: Fire Wellness/Executive | Assesses need to medical follow-up or restrictions | Observation by County | Obtains prior records from OHP when needed for comparison purposes | *1 Discrepancy point per failure to obtain needed records |
| Periodic Testing Packages: Fire Wellness | Appropriately utilizes the Fire Dept's Cardiology consultative service | Observation by County | Works with the Fire Dept and the consultative service to obtain same day rule outs of cardiac ischemia | 2 Discrepancy points per failure to make a timely and/or appropriate referral |
| Periodic Testing Packages: Fire Wellness | Provides appropriate counseling | Observation by County | Provides counseling regarding the employee's physical fitness per Scope of Work | *1 Discrepancy points per error |
| Periodic Testing Packages: Fire Wellness, Executive Medical/Executive | Provides appropriate counseling regarding the need for medical follow-up | Observation by County | Counseling regarding cholesterol is consistent with the most current recommendations from the National Cholesterol Education Program | *1 Discrepancy points per failure to follow NCEP guidelines |
| Periodic Testing Packages/Executive | Provides appropriate counseling regarding the need for medical follow-up | Observation by County | Counseling regarding blood pressure is consistent with the latest Joint National Committee recommendations | *1 Discrepancy points per failure to follow JNC guidelines |
| Periodic Testing Packages: Fire Wellness, Executive Medical | Provides appropriate counseling | Observation by County | Counseling regarding diabetes and blood glucose is consistent with the latest clinical practice recommendations from the American Diabetes Association (ADA) | *1 Discrepancy point per failure to follow ADA guidelines |
| Periodic Testing Package: Bomb School | Properly completes Federal forms | Observation by County | SF-93, SF-88, Hazardous Devices School Physical Capacities Form must be completed correctly | *1 Discrepancy point per failure to complete forms properly |

MEDICAL EXAMINATION REQUIREMENTS

| SPECIFIC PERFORMANCE REFERENCE | SERVICE | MONITORING METHOD | PERFORMANCE STANDARD | PENALTY |
|---|--|--------------------------|---|--|
| Periodic Testing Package: Confined Space | Performs physical assessments when indicated | Observation by County | Examining physician performs a partial and directed examination to address job-relevant concerns (see CPG) elicited during the history | *1 Discrepancy point per failure to perform indicated examination |
| Periodic Testing Package: Pesticide | Interprets results | Observation by County | Compares current cholinesterase results to previous tests | 1 Discrepancy point per failure to do comparison |
| Periodic Testing Package: Return to Work Evaluation | Provides work fitness assessment appropriate for employee's duties | Observation by County | Before beginning the history, contract physician must be familiar with the tasks that are the most demanding for the employee's position. | *1 Discrepancy point per failure to fully comprehend job duties relevant to evaluation |
| Periodic Testing Package: Return to Work Evaluation | Obtain and review relevant historical information | Observation by County | The contract physician must take an appropriate history, and review whatever records the employee brings to the evaluation | *1 Discrepancy point per failure to obtain relevant history or review relevant information |
| Periodic Testing Package: Return to Work Evaluation | Performs physical assessments when indicated | Observation by County | A partial physical examination must be performed if useful to verify recovery or current functional ability | *1 Discrepancy point per failure to perform indicated examination |
| Periodic Testing Package: Return to Work Evaluation | Proper communication of results | Observation by County | Duty status must be communicated in writing to the requesting department on the same day of the evaluation. OHP staff must be consulted by phone while client is at clinic if the CPG indicate OHP consultation is required | *1 Discrepancy point per failure to communicate as required |

* To provide the Contractors with a sufficient period to familiarize clinical staff with the medical examination requirements of the County contract, no discrepancy points will be assigned from January 10, 2006 through June 30, 2006 for such infractions indicated by an asterisk (*) in the chart above.

RATE FORM

| PRE-PLACEMENT EXAMS | YEAR 1 | YEAR 2 | YEAR 3 | YEAR 4 | YEAR 5 |
|--|-------------------|-------------------|-------------------|-------------------|-------------------|
| Basic Exam Package (without physical exam) | | | | | |
| General Exam Package (without physical exam) | | | | | |
| Safety Preplacement Package | | | | | |
| DMV Preplacement Package | | | | | |
| A la Carte Pre-placement | | | | | |
| Albuterol level | | | | | |
| Analysis of 9-drug panel; no collection | | | | | |
| Audiometry (500 – 8000 Hz) | | | | | |
| Blood chemistry panel | | | | | |
| Blood Count, complete with differential | | | | | |
| Blood Pressure & Pulse (recheck on different day) | | | | | |
| Body Fat by caliper method (day of medical appointment) | | | | | |
| Body Fat by caliper method with Ht/WT (recheck) | | | | | |
| Carbamazepine, serum level (Total) | | | | | |
| Color vision test with Farnsworth D-15 with proper illumination and repeat testing of equivocal result | | | | | |
| Color vision test with HRR, 4 th edition, plates with proper illumination | | | | | |
| Color vision test with Ishihara plates with proper illumination | | | | | |
| Color vision test with Titmus SCD-1 slide (plates) | | | | | |
| Color vision test with Titmus SCI-1 slide (signal lights) | | | | | |
| Combined CST/ECT with Cardiologist interpretation | | | | | |
| CST with Cardiologist interpretation | | | | | |
| Cytomegalovirus antibodies | | | | | |
| Darvocet, serum level | | | | | |
| Depakote, serum level | | | | | |
| Depth Perception (Titmus slide SSD-1) | | | | | |
| DL51 form, reissue form and medical certificate card | | | | | |

| PRE-PLACEMENT EXAMS | YEAR 1 | YEAR 2 | YEAR 3 | YEAR 4 | YEAR 5 |
|---|-------------------|-------------------|-------------------|-------------------|-------------------|
| EKG with reading by Cardiologist unless computerized findings are normal or insignificant per CPG | | | | | |
| Exercise Challenge Testing (ECT) | | | | | |
| Free Thyroxine Index | | | | | |
| Glucose by clinical lab | | | | | |
| HAV total antibody | | | | | |
| HCV antibody by EIA | | | | | |
| HCV RNA qualitative | | | | | |
| HDL | | | | | |
| Height & Weight | | | | | |
| Hemoglobin A1c | | | | | |
| Hepatitis B antibodies quantitative | | | | | |
| Hepatitis B surface antigen | | | | | |
| Hydrocodone, serum level | | | | | |
| Isokinetic muscle test of knee | | | | | |
| Jamar dynamometer | | | | | |
| KT-1000 (or 2000) knee arthrometer | | | | | |
| Lithium, serum level | | | | | |
| Patellar cine-MRI with Radiologist read | | | | | |
| Percocet, serum level | | | | | |
| Percodan, serum level | | | | | |
| Peripheral Vision test (Titmus) | | | | | |
| Phenytoin, serum level | | | | | |
| Physical examination, "Complete" per CPG including Safety components | | | | | |
| Physical examination, "Complete" per CPG excluding Safety components | | | | | |
| *Physical examination: "As Needed"; price per body part | | | | | |
| Plasma and red cell cholinesterase | | | | | |
| Radiographs: price per view | | | | | |
| Radiologist read of study | | | | | |

| PRE-PLACEMENT EXAMS | YEAR 1 | YEAR 2 | YEAR 3 | YEAR 4 | YEAR 5 |
|--|-----------|-----------|-----------|-----------|-----------|
| Reading of a 3-view asbestos study by radiologist who is B certified | | | | | |
| Rubella IGG antibodies | | | | | |
| Rubella IGM antibodies | | | | | |
| Sed rate (Westergren) | | | | | |
| Spirometry | | | | | |
| Supplemental Respirator History | | | | | |
| TB skin testing- place and read one PPD (includes review of TB history form) | | | | | |
| TB questionnaire- Review only | | | | | |
| TB skin testing-Two step, three visit protocol in clinic | | | | | |
| TB skin testing-Two step, three visit protocol on site for at least 4 newly hired employees | | | | | |
| Theophylline, serum level | | | | | |
| TSH | | | | | |
| Urinalysis, complete | | | | | |
| Urinalysis, dipstick for glucose, protein, blood (recheck) | | | | | |
| Urinary Microalbumin | | | | | |
| Urine collection with analysis of 9-drug panel | | | | | |
| MRO services (new County hire) | | | | | |
| MRO services (County employee) | | | | | |
| Valproic Acid, serum level | | | | | |
| Vicodin, serum level | | | | | |
| Vision testing using Bailey-Lovie or ETDRS charts for distance (O.S., O.D., O.U.) with proper illumination and distance (recheck) | | | | | |
| Vision testing using near point card (O.U.) | | | | | |
| Vision testing using Titmus for distance (O.S., O.D., and O.U.) | | | | | |
| Weight recheck | | | | | |
| *NOTE: A single applicant may need more than one "As Needed" examination. However, billing for multiple "As Needed" examinations for a single applicant shall not exceed the charge for a "Complete" examination which includes Safety components. | | | | | |

PRICE PROPOSALS FOR PERIODIC EXAMS

| PERIODIC (EMPLOYEE) EXAMINATIONS | YEAR 1 | YEAR 2 | YEAR 3 | YEAR 4 | YEAR 5 |
|---|-----------|-----------|-----------|-----------|-----------|
| Hearing Conservation Evaluation | | | | | |
| Asbestos Medical Evaluation (no radiograph) | | | | | |
| Clandestine Lab Exam | | | | | |
| Hazmat | | | | | |
| DMV Recertification | | | | | |
| SCUBA Medical Evaluation (no CST and no radiograph) | | | | | |
| Crane Operator Exam | | | | | |
| Sheriff Bicycle Patrol Medical Eval (no CST) | | | | | |
| FBI Bomb School Medical Eval (no radiograph) | | | | | |
| Title V Annual Exam | | | | | |
| Confined Space Work Fitness Exam excluding cost of any "As Needed" examinations | | | | | |
| Respirator Medical Evaluation | | | | | |
| Pesticide Monitoring Exam | | | | | |
| Lead Exam | | | | | |
| Return to Work Evaluation (excludes any "As Needed" physical examinations) | | | | | |
| A la Carte Periodic: | | | | | |
| Audiometry (500 – 8000 Hz) | | | | | |
| Blood chemistry panel | | | | | |
| Blood Count, complete with differential | | | | | |
| Blood Pressure & Pulse (recheck) | | | | | |
| Breath Alcohol testing (includes confirmation testing as needed) [Note: County policy does not currently authorize OHP to perform this test.] | | | | | |
| Combined CST/ECT with Cardiologist interpretation | | | | | |
| CST (Bruce protocol) with Cardiologist interpretation | | | | | |
| DL51 form, reissue form and medical certificate card | | | | | |
| EKG with reading by Cardiologist unless computerized findings are normal or insignificant per CPG | | | | | |
| Exercise Challenge Testing (ECT) | | | | | |

PRICE PROPOSALS FOR PERIODIC EXAMS

| PERIODIC (EMPLOYEE) EXAMINATIONS | YEAR 1 | YEAR 2 | YEAR 3 | YEAR 4 | YEAR 5 |
|--|-----------|-----------|-----------|-----------|-----------|
| Glucose by clinical lab | | | | | |
| Glucose by glucose meter | | | | | |
| HAV total antibody | | | | | |
| HCV antibody by EIA | | | | | |
| HCV RNA qualitative | | | | | |
| Hemoglobin A1c by clinical lab | | | | | |
| Hemoglobin A1c by desktop meter | | | | | |
| Hepatitis A vaccination (per dose) | | | | | |
| Hepatitis B antibodies quantitative | | | | | |
| Hepatitis B surface antigen | | | | | |
| Hepatitis B vaccination and review of short questionnaire/ declination form (per dose) at clinic | | | | | |
| Hepatitis B vaccination and review of short questionnaire/ declination form on site for at least four employees (per dose) | | | | | |
| Lithium, serum level | | | | | |
| Measles antibody titers (IGG) | | | | | |
| MMR Immunization | | | | | |
| Mumps antibody titers (IGG) | | | | | |
| Percocet, serum level | | | | | |
| Non-DOT Reasonable Suspicion Substance Abuse Panel (10 substance) urine collection and lab analysis | | | | | |
| Non-DOT Random/Scheduled Substance Abuse Panel (9 substance) urine collection and lab analysis | | | | | |
| MRO services (County employee) | | | | | |
| Percodan, serum level | | | | | |
| Peripheral Vision test (Titmus) | | | | | |
| Phenytoin, serum level | | | | | |
| *Physical examination: "As Needed"; price per body part | | | | | |
| Physical examination, "Complete" per CPG excluding Safety components | | | | | |
| Plasma and red cell cholinesterase | | | | | |
| PPD placement and TB questionnaire review (at clinic) | | | | | |

PRICE PROPOSALS FOR PERIODIC EXAMS

| PERIODIC (EMPLOYEE) EXAMINATIONS | YEAR 1 | YEAR 2 | YEAR 3 | YEAR 4 | YEAR 5 |
|--|-----------|-----------|-----------|-----------|-----------|
| PPD placement and TB questionnaire review (on site for at least four employees) | | | | | |
| PPD reading (at clinic) | | | | | |
| PPD reading (on site for at least four employees) | | | | | |
| Rabies antibody titers (measurement of protective levels) | | | | | |
| Rabies vaccination (per dose) | | | | | |
| Radiographs (chest): price per view | | | | | |
| Radiologist read of chest study | | | | | |
| Reading of an asbestos study by radiologist who is B certified | | | | | |
| Rubella antibody titers (IGG) | | | | | |
| Spirometry | | | | | |
| TB Questionnaire, review only, at clinic | | | | | |
| TB Questionnaire, review only, at site for at least 4 employees | | | | | |
| TB skin testing- place and read PPD (includes review of TB history form) at clinic | | | | | |
| TB skin testing- place and read PPD (includes review of TB history form) on site for at least 4 employees | | | | | |
| TSH | | | | | |
| Urinalysis, complete | | | | | |
| Urinalysis, dipstick for glucose, protein, blood (recheck) | | | | | |
| Valproic Acid, serum level | | | | | |
| Varicella Immunization (per dose) | | | | | |
| Varicella titers (IGG) | | | | | |
| Vicodin, serum level | | | | | |
| Vision testing using Bailey-Lovie or ETDRS charts for distance (O.S., O.D.,O.U.) with proper illumination and distance (recheck) | | | | | |
| Vision testing: Titmus for distance (O.S., O.D.,O.U.) | | | | | |
| *NOTE: A single employee may need more than one "As Needed" examination. However, billing for multiple "As Needed" examinations for a single employee shall not exceed the charge for a "Complete" examination which excludes Safety components. | | | | | |

PRICE PROPOSALS FOR FIREFIGHTER WELLNESS AND ASSOCIATED EXAMS

| FIREFIGHTER WELLNESS | YEAR 1 | YEAR 2 | YEAR 3 | YEAR 4 | YEAR 5 |
|---|-------------------|-------------------|-------------------|-------------------|-------------------|
| Core Wellness Package (no PSA, no cardiac stress test, no chest radiograph) | | | | | |
| Firefighter DMV exam and evaluation (completed on same day as Wellness) | | | | | |
| Firefighter HAZMAT evaluation (completed on same day as Wellness) | | | | | |
| Cardiac Stress testing (Gerkin Protocol) with cardiologist interpretation | | | | | |
| | | | | | |
| Reflexive Components: | | | | | |
| Microscopic Urinalysis | | | | | |
| HCV antibody by EIA | | | | | |
| Hepatitis B surface antigen | | | | | |
| Chest radiograph (include cost of Radiologist reading) | | | | | |
| | | | | | |
| Optional Components: | | | | | |
| PSA, total | | | | | |
| Mammogram | | | | | |
| PAP smear | | | | | |

PRICE PROPOSALS FOR EXECUTIVE EXAMS

| EXECUTIVE MEDICAL EVALUATIONS | YEAR 1 | YEAR 2 | YEAR 3 | YEAR 4 | YEAR 5 |
|--|-----------|-----------|-----------|-----------|-----------|
| Core Exam Package | | | | | |
| Optional Components: | | | | | |
| Bone Density Testing | | | | | |
| Cardiac Stress Treadmill | | | | | |
| Chest radiograph (include cost of Radiologist reading) | | | | | |
| Coronary Calcium Study | | | | | |
| Endurance, Curl-Up's | | | | | |
| Flexibility, Sit and Reach | | | | | |
| Flexible sigmoidoscopy | | | | | |
| Full Body CT Scan | | | | | |
| Hemmocult slide | | | | | |
| Mammogram | | | | | |
| PAP Smear | | | | | |
| PSA, total | | | | | |
| Strength, Arm testing | | | | | |
| Strength, Hand Grip | | | | | |
| Strength, Leg | | | | | |
| Strength, Push-Up's | | | | | |

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: CATHY O'BRIENTitle: ACTING ASSISTANT DIVISION CHIEFAddress: 3333 WILSHIRE BLVD., SUITE 1000
LOS ANGELES, CA 90010Telephone: (213) 738-2214 Facsimile: _____E-Mail Address: cobrien@cao.co.la.ca.us

COUNTY PROJECT MANAGER:

Name: DR. ROBERT L. GOLDBERGTitle: MEDICAL DIRECTOR, OCCUPATIONAL HEALTH PROGRAMSAddress: 3333 WILSHIRE BLVD., SUITE 1000
LOS ANGELES, CA 90010Telephone: (213) 738-2170 Facsimile: (213) 738-2170E-Mail Address: rgoldberg@cao.co.la.ca.us

COUNTY CONTRACT PROJECT MONITOR:

Name: NINA ARBET-BRANDTTitle: PROGRAM SPECIALIST, OCCUPATIONAL HEALTH PROGRAMSAddress: 3333 WILSHIRE BLVD., SUITE 1000
LOS ANGELES, CA 90010Telephone: (213) 738-2177 Facsimile: _____E-Mail Address: narbetbrandt@cao.co.la.ca.us

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

CONTRACTOR'S PROJECT MANAGER:

Name: (To be provided upon execution of contract) _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

Notice to Contractor shall be sent to the following address:

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name: _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer _____

Contractor Name _____ Contract No. _____

Employee Name _____

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name: _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer _____

Contractor Name _____ Contract No. _____

Non-Employee Name _____

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

SAMPLE

PRE-PLACEMENT WORK ORDER

Name of
Examinee: _____

| Last | First | MI |
|------|-------|----|
|------|-------|----|

Social Security Number _____ Birth date _____

Requesting Dept _____ Dept Number _____

Job Title _____ Item Code _____

Scheduling: ☐ Appointment Date _____; Time _____

Ordered by _____ Order Date: _____
Print Name

Signature _____ Phone Number: _____

Please send any work restrictions to the Departmental Personnel Officer (see Website for further information).

SAMPLE

EMPLOYEE EXAMINATION WORK ORDER

Name of
Examinee: _____

| Last | First | MI |
|------|-------|----|
|------|-------|----|

Social Security Number Birth date

| Employing Dept | Dept Number |
|----------------|-------------|
|----------------|-------------|

| Job Title | Item Code |
|-----------|-----------|
| ... | ... |

Scheduling: ☐ Appointment Date _____ ; Time _____

Examination(s) Requested (Check all that apply):

| | |
|---|---|
| <input type="checkbox"/> Hearing Conservation | <input type="checkbox"/> Commercial Driver's License (DMV) |
| <input type="checkbox"/> Asbestos | <input type="checkbox"/> Sheriff Bicycle Patrol |
| <input type="checkbox"/> Clandestine Lab | <input type="checkbox"/> Fire Wellness |
| <input type="checkbox"/> SCUBA | <input type="checkbox"/> Fire Commercial Driver's License (DMV) |
| <input type="checkbox"/> Crane Operator | <input type="checkbox"/> (done concurrently with Fire Wellness) |
| <input type="checkbox"/> Executive | <input type="checkbox"/> Fire Hazmat |
| <input type="checkbox"/> Title V exam | <input type="checkbox"/> (done concurrently with Fire Wellness) |
| <input type="checkbox"/> Confined Space | <input type="checkbox"/> Hazmat |
| <input type="checkbox"/> Respirator | <input type="checkbox"/> (Not done concurrently with Fire Wellness) |
| <input type="checkbox"/> Pesticide | <input type="checkbox"/> FBI Bomb School |
| <input type="checkbox"/> Lead | <input type="checkbox"/> Hepatitis B vaccination |
| <input type="checkbox"/> Return to Work | <input type="checkbox"/> TB testing |
| <input type="checkbox"/> Non-DOT Reasonable Suspicion | |
| <input type="checkbox"/> Substance Abuse Panel | |

Ordered by _____ Order Date: _____
Print Name

Signature _____ Phone Number: _____

Please send any work restrictions to the Departmental Personnel Officer (see Website for further information).

SAMPLE**OCCUPATIONAL HEALTH PROGRAM WORK ORDER**

(FOR USE BY OHP, CHIEF ADMINISTRATIVE OFFICE STAFF ONLY)

Name of
Examinee: _____
Last First MI

Social Security Number _____ Birth date _____

Employing Dept _____ Dept Number _____

Job Title _____ Item Code _____

Scheduling: ☐ Appointment Date _____ ; Time _____

☐ Walk-in

Testing
Requested: _____

Ordered by _____ Order Date: _____
Print Name

Signature _____ Phone Number: _____

**SAMPLE
MONTHLY INVOICE COVER PAGE**

NAME OF MEDICAL PROVIDER

Address

Any other identification for the provider

**PHYSICAL EXAMINATION INVOICE FOR MONTH/YEAR
DEPARTMENTAL BREAKDOWN**

| | |
|-------------------|--------------------------|
| Department Number | Total Charges on Invoice |
| Department Number | Total Charges on Invoice |
| Department Number | Total Charges on Invoice |
| Department Number | Total Charges on Invoice |
| Department Number | Total Charges on Invoice |
| Department Number | Total Charges on Invoice |

TOTAL MONTHLY CHARGES

MONTHLY INVOICE DETAIL**NAME OF MEDICAL PROVIDER**

Address

Any other identification for the provider

PHYSICAL EXAMINATION INVOICE FOR MONTH/YEAR

| | | |
|------------------------|------------------------------|-------------------|
| <hr/> | | |
| Examinee's Name | | |
| Department Number | Item number | Date of Service |
| Social Security Number | Sex | |
| Date of Birth | Name of Referring Department | |
| Position Title | Applicant or Employee | |
| | | |
| Type of Examination | | Contracted charge |
| Added Components | | Contracted charge |
| Added Components | | Contracted charge |
| Added Components | | Contracted charge |
| Added Components | | Contracted charge |
| Added Components | | Contracted charge |
| Added Components | | Contracted charge |
| Added Components | | Contracted charge |

Total Charges for Examination

| | | |
|------------------------|------------------------------|-------------------|
| <hr/> | | |
| Examinee's Name | | |
| Department Number | Item number | Date of Service |
| Social Security Number | Sex | |
| Date of Birth | Name of Referring Department | |
| Position Title | Applicant or Employee | |
| | | |
| Type of Examination | | Contracted charge |
| Added Components | | Contracted charge |
| Added Components | | Contracted charge |
| Added Components | | Contracted charge |
| Added Components | | Contracted charge |
| Added Components | | Contracted charge |
| Added Components | | Contracted charge |
| Added Components | | Contracted charge |

Total Charges for Examination

SAMPLE MONTHLY INVOICE DETAIL**WONDERWORKS OCCUPATIONAL MEDICINE**

3798 W. Healthful Way
Vigorous, California 99999

Invoice# P123-456

| | | |
|------------------|---------------------------|----------|
| DOE, JOHN | | |
| 010 | 9094 | 01/14/05 |
| 999-88-7777 | M | |
| 10/10/1963 | AGRICULTURAL COMMISSIONER | |
| Agricultural Aid | Applicant | |

| | |
|------------------------------|----------|
| Item Code 9099 pre-placement | \$205.00 |
|------------------------------|----------|

| | |
|-------------------------------|-----------------|
| Total Charges for Examination | \$205.00 |
|-------------------------------|-----------------|

| | | |
|------------------------|----------------------|----------|
| JONES, MARY | | |
| 010 | 2561 | 01/14/05 |
| 999-88-7777F | | |
| 10/10/1963 | SHERIFF'S DEPARTMENT | |
| Deputy Sheriff Trainee | Applicant | |

| | |
|-----------------------------|---------|
| Item Code 2561 preplacement | \$90.00 |
|-----------------------------|---------|

| | |
|-----------------------------|---------|
| Color Vision-Farnsworth D15 | \$ 5.00 |
|-----------------------------|---------|

| | |
|-------|---------|
| X-ray | \$20.00 |
|-------|---------|

| | |
|-------------------------------|-----------------|
| Total Charges for Examination | \$115.00 |
|-------------------------------|-----------------|

SAMPLE MONTHLY INVOICE COVER PAGE**WONDERWORKS OCCUPATIONAL MEDICINE**

3798 W. Healthful Way
Vigorous, California 99999

**PHYSICAL EXAMINATION INVOICE FOR JANUARY 2005
DEPARTMENTAL BREAKDOWN**

| | |
|-----|------------|
| 140 | \$1,440.00 |
| 350 | \$ 220.00 |
| 390 | \$4,500.50 |
| 600 | \$ 350.50 |
| 770 | \$1,842.00 |
| 842 | \$ 50.50 |

| | |
|-----------------------|------------|
| TOTAL MONTHLY CHARGES | \$8,403.50 |
|-----------------------|------------|

PROPOSER'S EEO CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number**GENERAL**

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION

| | YES | NO |
|---|------------|-----------|
| 1. Proposer has written policy statement prohibiting discrimination in all phases of employment. | () | () |
| 2. Proposer periodically conducts a self-analysis or utilization analysis of its work force. | () | () |
| 3. Proposer has a system for determining if its employment practices are discriminatory against protected groups. | () | () |
| 4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables. | () | () |

Signature

Date

Name and Title of Signer (please print)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or
 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

2.203.060 Enforcement and Remedies.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 1. Has ten or fewer employees during the contract period; and,
 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

No shame. No blame. No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



**In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org**



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

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Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de redamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una
oportunidad de tener una vida saludable.
Si alguien que usted conoce está pensando
en abandonar a un recién nacido, infórmele
qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

